



MAYOR ARTHUR C. BROWN
MAYOR PRO TEM SUSAN SONNE
COUNCIL MEMBER JOYCE AHN
COUNCIL MEMBER JOSÉ T. CASTAÑEDA
COUNCIL MEMBER CONNOR TRAUT

Tuesday, October 10, 2023, 5:00 PM
Council Chamber
6650 Beach Boulevard
Buena Park, CA 90621

BUENA PARK CITY COUNCIL REGULAR MEETING AGENDA

5:00 P.M.

PUBLIC HEARINGS AT 6:00 P.M.

VIDEO CONFERENCE PARTICIPATION (ZOOM)

<https://us06web.zoom.us/j/89385252715?pwd=MDAvWXo5Y3NZVzFGMzREWFdDVEswZz09>

MEETING ID: 893 8525 2715 PASSCODE: 199505

CONFERENCE CALL: (669) 900-6833

SPECIAL NOTICE REGARDING PUBLIC MEETINGS

On September 13, 2022, Governor Newsom signed Assembly Bill 2449, which permits City Council Members to participate in City Council Meetings via teleconferencing for emergency circumstances or just cause reasons. Videoconferencing allows the City to continue to conduct essential business and comply with Public Health Administration recommendations to protect the public and City employees and limit exposure. Please be advised that some City Council Members may attend this meeting via videoconference. The public has the following options to provide comments during the meeting:

OPTION 1: IN-PERSON

The public may attend this meeting in-person. Those wishing to speak are asked to complete a speaker identification form located at the council chamber entrance and place it in the box near the speaker's lectern. Comments are limited to no more than three minutes each.

OPTION 2: VIA EMAIL

Members of the public may submit their comments in writing by sending them to the City Clerk's Office at comments@buenapark.com.

OPTION 3: VIRTUALLY (VIA ZOOM)

- **Zoom Conference Call: (669) 900-6833**

You may request to speak by dialing *9 from your phone when the designated public comment period, as listed on the agenda, has been opened. After City staff confirms the last three digits of the caller's phone number or Zoom ID and unmutes you, the caller must press *6. Callers are encouraged, but not required, to identify themselves by name. Each caller has three (3) minutes to speak.

- **Zoom Virtual Participation**

<https://us06web.zoom.us/j/89385252715?pwd=MDAvWXo5Y3NZVzFGMzREWFdDVEswZz09>
MEETING ID: 893 8525 2715 PASSCODE: 199505

Virtually "raise your hand" when the designated public comment period, as listed on the agenda has been opened. Wait to be called on by City staff, unmute your audio, your name and city of residency is requested, but not required. Each participant has three (3) minutes to speak.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's Office at (714) 562-3750. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

All regular meetings of the City Council are available on the City's website at www.buenapark.com and the City's Cable Channel BPTV Channel 3/99. Please contact the City Clerk's Office at (714) 562-3750 for any questions.

1: GENERAL

1A. CALL TO ORDER

1B. ROLL CALL

1C. INVOCATION

Reverend Joel Van Soelen, Christian Reformed Church

1D. PLEDGE OF ALLEGIANCE

Matt Foulkes, Director of Community and Economic Development

1E. CITY MANAGER REPORT

2: PRESENTATIONS

2A. 2023 NATIONAL BLUE RIBBON OF DISTINCTION AWARD CERTIFICATE OF RECOGNITION

Presented to Buena Terra Elementary School

2B. CERTIFICATE OF RECOGNITION TO MYLES WHISLER FOR HIS HEROIC ACT OF BRAVERY

2C. 2023 SILVERADO DAYS PROCLAMATION

Presented to Kathy La Pierre, Silverado Days Chairperson

2D. PROCLAMATION RECOGNIZING OCTOBER 8 - 14, 2023 AS FIRE PREVENTION WEEK

Presented to Orange County Fire Authority Battalion Chief Dohman

2E. ORANGE COUNTY WATER DISTRICT (OCWD) UPDATE

Presented by Roger C. Yoh, P.E., OCWD Director

3: COMMUNICATIONS

3A. ORAL COMMUNICATIONS

This is the portion of the meeting set aside to invite public comments regarding any matter within the jurisdiction of the City Council. Public comments are limited to no more than three minutes each. If comments relate to a specific agenda item, those comments will be taken following the staff report for that item and prior to the City Council vote. Those wishing to speak are asked to complete a speaker identification form located at the council chamber entrance and place it in the box near the speaker's lectern. Those wishing to speak using the videoconferencing feature are asked to raise your hand now by either dialing *9 or the raise hand feature.

4: CONSENT CALENDAR

The items listed under the Council Consent Calendar are considered routine business and will be voted on together by one motion unless a Council Member requests separate action. At this time the City Council or public may ask to speak on any item on the Consent Calendar.

4A. APPROVAL OF MINUTES

— Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of September 26, 2023.

4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: Adopt Resolutions approving the Claims and Demands.

4C. PROCLAMATION RECOGNIZING OCTOBER 20 - 22, 2023 AS SILVERADO DAYS

— Recommended Action: Approve proclamation.

4D. PROCLAMATION RECOGNIZING OCTOBER 8 - 14, 2023 AS FIRE PREVENTION WEEK

— Recommended Action: Approve proclamation.

4E. PROFESSIONAL SERVICES AGREEMENT WITH ECONOMICS, INC. FOR CONTINUED IMPLEMENTATION OF THE SB 1383 EDIBLE FOOD RECOVERY PROGRAM

Authorize the Public Works Department to continue to work with EcoNomics, Inc. to support Buena Park's Edible Food Recovery Program, in compliance with the mandates of Senate Bill 1383.

— Recommended Action: 1) Approve a professional services agreement with EcoNomics, Inc. for continued implementation of the City's edible food recovery program; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 3) Authorize the City Manager and City Clerk to execute the agreement.

5: NEW BUSINESS

5A. RESOLUTION DESIGNATING BEACH BOULEVARD FROM ROSECRANS AVENUE TO ORANGETHORPE AVENUE AS KOREATOWN IN THE CITY OF BUENA PARK

— Recommended Action: Adopt a resolution designating Beach Boulevard from Rosecrans Avenue to Orangethorpe Avenue as "Koreatown."

5B. RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND APPROVAL OF A CONTRACT WITH ONYX PAVING COMPANY, INC. FOR THE CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT

— Recommended Action: 1) Adopt a resolution approving plans and specifications for the Cerritos Avenue Frontage Road Rehabilitation Project; 2) Award a contract to Onyx Paving Company, Inc. in the amount of \$515,000.00; 3) Authorize contingency funds in the amount of \$52,000.00 in the same purchase order; 4) Authorize construction engineering funds in the amount of \$25,000.00; 5) Authorize a budget transfer of \$202,000.00 from the Undesignated Gas Tax Fund; 6) Authorize the City Manager and the City Attorney to make any necessary, non-monetary changes to the contract; and, 7) Authorize the City Manager and the City Clerk to execute the contract.

6: PUBLIC HEARING

Public Hearings are held at 6:00 PM

6A. GENERAL PLAN AMENDMENT NO. GP-22-2, ZONE CHANGE NO. Z-22-2, DEVELOPMENT AGREEMENT NO. DA-22-1, MITIGATED NEGATIVE DECLARATION NO. MND-22-2 TO ALLOW THE DEVELOPMENT OF A 55-UNIT AFFORDABLE HOUSING DEVELOPMENT AT 7101 LINCOLN AVENUE.

Consider an amendment to the previously approved Affordable Housing Disposition and Development Agreement to extend escrow and project deadlines.

— Recommended Action: That the City Council: 1) Hold a public hearing and thereafter adopt ordinances approving Mitigated Negative Declaration No. MND-22-2 and the following land use entitlements for an affordable housing project located at 7101 Lincoln Avenue, Buena Park: (a) General Plan No. GP-22-2, (b) Zone Change No. Z-22-2, and (c) Development Agreement No. DA-22-1; 2) If the City Council approves the land use entitlements, approve an amendment to the previously approved Affordable Housing Disposition and Development Agreement (DDA Amendment) between the City and developer to extend escrow and project deadlines; and 3) Authorize the Mayor and the City Clerk to execute the Development Agreement and DDA Amendment.

7: COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7A. ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

8: RECESS

No Items

9: STUDY SESSION

9A. UPDATE AND PRESENTATION BY THE ORANGE COUNTY POWER AUTHORITY (OCPA)

9B. DISCUSS AND PROVIDE DIRECTION REGARDING A PUMP TRACK PROPOSAL AT PEAK PARK

9C. DISCUSS AND PROVIDE DIRECTION REGARDING OVERVIEW OF THE OPIOID SETTLEMENTS AND POTENTIAL FUNDING ALLOCATIONS AND EXPENDITURES

9D. DISCUSS AND PROVIDE DIRECTION REGARDING SECURITY AT EHLERS EVENT CENTER

10: CITY MANAGER REPORT

No Items

11: COMMISSION & COMMITTEE UPDATES

No Items

12: ADJOURNMENT

12A. Adjournment

— The Buena Park City Council is adjourning this meeting in memory of Senator Dianne Feinstein, former Anaheim City Council Member Jordan Brandman, and Los Angeles County Sheriff Deputy Ryan Clinkunbroomer.

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the City Council less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Chinese, Korean, Spanish, Tagalog, or Vietnamese, please contact the **City Clerk's Office at (714) 562-3750 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의제 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스페니쉬, 타갈로에 대한 통역사가 필요하시면 시미팅 48 시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

如果您想参与议程上的任何事务,并希望翻译成中文,韩文,西班牙文,他加禄文或越南文,请联系市政文员办公室,网址为 (714) 562-3750 在会议开始前48小时。鼓励在口头交流中需要翻译的居民带同传译员。

Kung nais ninyong lumahok sa anumang usapin ng negosyo sa agenda at kailangan ang pagsasalin sa wikang Tsino, Koreano, Espanyol, Tagalog, o Vietnamese, mangyaring makipag-ugnay sa Opisina ng Clerk ng Lungsod sa (714) 562-3750 48-oras bago ang pulong. Ang mga residente na nangangailangan ng pagsasalin sa Oral Communications ay hinikayat na magdala ng mga tagasalin.

Nếu bạn muốn tham gia vào bất kỳ vấn đề kinh doanh nào trong chương trình nghị sự và muốn dịch sang tiếng Trung, tiếng Hàn, tiếng Tây Ban Nha, tiếng Tagalog hoặc tiếng Việt, vui lòng liên hệ với Văn phòng Thư ký Thành phố tại (714) 562-3750 48

giờ trước cuộc họp. Cư dân yêu cầu dịch thuật trong Giao tiếp bằng miệng được khuyến khích mang theo thông dịch viên.

I, Adria M. Jimenez, MMC, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Adria M. Jimenez, MMC
Director of Government and Community Relations
City Clerk

Date Posted: October 5, 2023



City of Buena Park

City Council Regular Meeting Agenda Report

APPROVAL OF MINUTES

Meeting	Agenda Group
Tuesday, October 10, 2023, 5:00 PM	CONSENT CALENDAR Item: A
Presented By	Prepared By
	Anna Badillo, Assistant City Clerk
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

Approve the Minutes of the Special and Regular City Council Meetings of September 26, 2023.

Attachments

Minutes to be provided.pdf

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK

Special and Regular City Council Meetings of September 26, 2023.

(TO BE PROVIDED)



City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

Meeting	Agenda Group
Tuesday, October 10, 2023, 5:00 PM	CONSENT CALENDAR Item: B
Presented By	Prepared By
	Sung Hyun, Director of Finance
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

Adopt Resolutions approving the Claims and Demands.

Attachments

- Claims 421188-421189 reso.pdf
- Claims 421188-421189 att1of1 resolist.pdf
- Claims 421190-421401 reso.pdf
- Claims 421190-421401 att1of2 resolist.pdf
- Claims 421190-421401 att2of2 voids.pdf
- Claims PR092223 reso.pdf
- Claims PR092223 att1of1 resolist.pdf

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$700.00 DEMAND NOS. 421188 AND 421189 NO CANCELLED OR VOIDED NOS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Finance or his designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: That claims and demands Nos. 421188 and 421189 the sum of \$700.00 set forth on the 1-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed as set forth.

PASSED AND ADOPTED this _____ day of _____ 2023 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____
Page 2

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2023

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 09/22/2023
TIME: 14:22:58

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20230914 00:00:00.000' and '20230922 00:00:00.000'
ACCOUNTING PERIOD: 3/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	421188	09/22/23	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	100.00
1011	421189	09/22/23	10013137	TIMARA BARR	121110	CHAIR MESSAGES	0.00	600.00
TOTAL CASH ACCOUNT							0.00	700.00
TOTAL FUND							0.00	700.00
TOTAL REPORT							0.00	700.00

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$2,499,342.10 DEMAND NOS., 421190 AND 421401 CANCELLED NO 421012 VOIDS SEE ATTACHED LIST

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Finance or his designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: That claims and demands Nos.421190 through 421401 the sum of \$2,499,342.10 set forth on the 15-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed as set forth.

PASSED AND ADOPTED this _____ day of _____ 2023 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____
Page 2

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2023

City Clerk

SUNGARD PUBLIC SECTOR
 DATE: 09/27/2023
 TIME: 16:59:42

CITY OF BUENA PARK
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20230923 00:00:00.000' and '20230927 00:00:00.000'
 ACCOUNTING PERIOD: 3/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	421012	V 09/13/23	10011250	CONTROL AIR ENTERPRISES	106131	HVAC REPAIR	0.00	-542.66
1011	421012	V 09/13/23	10011250	CONTROL AIR ENTERPRISES	106131	HVAC PM	0.00	-1,494.00
1011	421012	V 09/13/23	10011250	CONTROL AIR ENTERPRISES	106131	HVAC REPAIR	0.00	-413.66
1011	421012	V 09/13/23	10011250	CONTROL AIR ENTERPRISES	106131	HVAC REPAIR	0.00	-649.16
TOTAL CHECK							0.00	-3,099.48
1011	421190	09/27/23	10003451	A T & T	650302	25082759691016	0.00	85.64
1011	421191	09/27/23	10003451	A T & T	650302	25082912039566	0.00	85.64
1011	421193	09/27/23	10003794	A T & T	650302	9391026054 AUG-23	0.00	28.57
1011	421193	09/27/23	10003794	A T & T	650302	9391026095 AUG-23	0.00	28.60
1011	421193	09/27/23	10003794	A T & T	650302	9391026099 AUG-23	0.00	28.60
1011	421193	09/27/23	10003794	A T & T	650302	9391026065 AUG-23	0.00	28.62
1011	421193	09/27/23	10003794	A T & T	650302	9391026066 AUG-23	0.00	28.62
1011	421193	09/27/23	10003794	A T & T	650302	9391026085 AUG-23	0.00	28.63
1011	421193	09/27/23	10003794	A T & T	650302	9391026080 AUG-23	0.00	28.63
1011	421193	09/27/23	10003794	A T & T	650302	9391026075 AUG-23	0.00	34.64
1011	421193	09/27/23	10003794	A T & T	650302	9391026090 AUG-23	0.00	82.64
1011	421193	09/27/23	10003794	A T & T	650302	9391026064 AUG-23	0.00	109.83
1011	421193	09/27/23	10003794	A T & T	650302	9391026059 AUG-23	0.00	136.91
1011	421193	09/27/23	10003794	A T & T	650302	9391031460 AUG-23	0.00	162.86
1011	421193	09/27/23	10003794	A T & T	650302	9391026074 AUG-23	0.00	183.59
1011	421193	09/27/23	10003794	A T & T	650302	9391026092 AUG-23	0.00	191.31
1011	421193	09/27/23	10003794	A T & T	650302	9391050226 AUG-23	0.00	253.21
1011	421193	09/27/23	10003794	A T & T	650302	9391065061 AUG-23	0.00	1,250.24
1011	421193	09/27/23	10003794	A T & T	650302	9391026110 SEPT-23	0.00	63.65
1011	421193	09/27/23	10003794	A T & T	860810	9391026053 SEPT-23	0.00	1.88
1011	421193	09/27/23	10003794	A T & T	170670	9391026100 SEPT-23	0.00	3.63
1011	421193	09/27/23	10003794	A T & T	170670	9391026107 SEPT-23	0.00	28.21
1011	421193	09/27/23	10003794	A T & T	170670	9391050380 SEPT-23	0.00	27.10
1011	421193	09/27/23	10003794	A T & T	126143	9391026115 SEPT-23	0.00	27.10
1011	421193	09/27/23	10003794	A T & T	170670	9391026056 SEPT-23	0.00	27.10
1011	421193	09/27/23	10003794	A T & T	170670	9391026113 SEPT-23	0.00	27.10
1011	421193	09/27/23	10003794	A T & T	170670	9391026055 SEPT-23	0.00	27.10
1011	421193	09/27/23	10003794	A T & T	170670	9391026112 SEPT-23	0.00	27.10
1011	421193	09/27/23	10003794	A T & T	170670	9391036465 SEPT-23	0.00	438.23
1011	421193	09/27/23	10003794	A T & T	170670	9391026051 AUG-23	0.00	1,171.14
1011	421193	09/27/23	10003794	A T & T	650302	9391063673 AUG-23	0.00	3,633.36
TOTAL CHECK							0.00	8,108.20
1011	421194	09/27/23	10004247	A T & T MOBILITY	631140	287260985373X09172023	0.00	246.65
1011	421195	09/27/23	10004247	A T & T MOBILITY	275105	287306643033X9102023	0.00	80.48
1011	421196	09/27/23	10004247	A T & T MOBILITY	275305	828554058X09172023	0.00	128.30
1011	421197	09/27/23	10004247	A T & T MOBILITY	352567	287261541007X09172023	0.00	116.22
1011	421198	09/27/23	00000002	PROFESSIONAL POLICE SUPP	650407	#260/6325 -XM10006 EXA	331.16	4,604.26
1011	421198	09/27/23	00000002	PROFESSIONAL POLICE SUPP	650407	#260/6320 - DIRECT IMP	20.82	289.50
1011	421198	09/27/23	00000002	PROFESSIONAL POLICE SUPP	650407	#260/6326 -DIRECT IMPA	27.76	386.00

SUNGARD PUBLIC SECTOR
 DATE: 09/27/2023
 TIME: 16:59:42

CITY OF BUENA PARK
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
 ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20230923 00:00:00.000' and '20230927 00:00:00.000'
 ACCOUNTING PERIOD: 3/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	421198	09/27/23	00000002	PROFESSIONAL	POLICE SUPP 650407	#260/6172 -40MM SKAT S	40.33	560.68
1011	421198	09/27/23	00000002	PROFESSIONAL	POLICE SUPP 650407	#260/2262 -40MM CS FER	49.75	691.69
1011	421198	09/27/23	00000002	PROFESSIONAL	POLICE SUPP 650407	#260/6182 -40MM SPEDEH	30.91	429.76
1011	421198	09/27/23	00000002	PROFESSIONAL	POLICE SUPP 650407	#260/1026 -TRIPLE CHAS	7.97	110.75
1011	421198	09/27/23	00000002	PROFESSIONAL	POLICE SUPP 650407	#260/1083 -MAX SMOKE M	20.83	289.56
1011	421198	09/27/23	00000002	PROFESSIONAL	POLICE SUPP 650407	#260/1063 -MILITARY ST	4.96	68.94
1011	421198	09/27/23	00000002	PROFESSIONAL	POLICE SUPP 650407	#260/1017 -TACTICAL PO	29.61	411.67
1011	421198	09/27/23	00000002	PROFESSIONAL	POLICE SUPP 650407	#260/1072 -SPEDEHEAT G	2.52	35.01
1011	421198	09/27/23	00000002	PROFESSIONAL	POLICE SUPP 650407	#260/3105 -TKO BREACHI	26.93	374.43
TOTAL CHECK							593.55	8,252.25
1011	421199	09/27/23	00010359	ADMINSURE INC	107410	WKS COMP CLAIM/OCT-23	0.00	11,336.00
1011	421200	09/27/23	10012653	ADV RELINE INC	52	WTR LINER/RET/FINAL	0.00	-4,397.15
1011	421200	09/27/23	10012653	ADV RELINE INC	396826	WTR LINER/FINAL/AUG23	0.00	10,000.00
1011	421200	09/27/23	10012653	ADV RELINE INC	396826	WATER LINER/AUG-23	0.00	77,943.00
TOTAL CHECK							0.00	83,545.85
1011	421201	09/27/23	10012653	ADV RELINE INC	52	WATER LINER/RETENTION	0.00	4,397.15
1011	421202	09/27/23	00000003	ALL AMERICAN ASPHALT COR	560211	ASPHALT	0.00	435.04
1011	421203	09/27/23	10012766	LAURA WELLER	275210	BISTRO LIGHTING PACKAG	0.00	6,250.00
1011	421203	09/27/23	10012766	LAURA WELLER	275210	LABOR - AUDIO ENGINEER	0.00	2,250.00
1011	421203	09/27/23	10012766	LAURA WELLER	275210	LABOR - AUDIO VISUAL T	0.00	2,250.00
1011	421203	09/27/23	10012766	LAURA WELLER	275210	DELIVERY SET UP, STRIK	0.00	1,015.00
TOTAL CHECK							0.00	11,765.00
1011	421204	09/27/23	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRS.GRD AUG-SEP23	0.00	11,426.56
1011	421205	09/27/23	00006012	AMBIUS INC	170670	PLANT SVCS/SEPT-23	0.00	296.76
1011	421206	09/27/23	10013143	AP TRITON LLC	105105	CONT/NEGOTIATION	0.00	2,835.00
1011	421207	09/27/23	00009015	TAJEN GRAPHICS, INC	275210	CULTUREFEST BANNERS	0.00	814.59
1011	421207	09/27/23	00009015	TAJEN GRAPHICS, INC	275210	EXHIBIT ARTIST POSTER	0.00	103.44
TOTAL CHECK							0.00	918.03
1011	421208	09/27/23	10006711	Laurie AUBUCHON	452410	ED REIMB/2023	0.00	186.47
1011	421208	09/27/23	10006711	Laurie AUBUCHON	352567	ED REIMB/2023	0.00	559.40
1011	421208	09/27/23	10006711	Laurie AUBUCHON	160105	ED REIMB/2023	0.00	745.88
TOTAL CHECK							0.00	1,491.75
1011	421209	09/27/23	10009177	AVALON TRANSPORTATION, L	275210	TRANSP/SOLVANG/SEP23	0.00	2,257.13
1011	421210	09/27/23	10005463	AYALA ENGINEERING	490010	EMG REP/HOLE/SEP-23	0.00	17,727.55
1011	421211	09/27/23	10013104	AYALA, DIANA	52	UB REFUND	0.00	22.13
1011	421212	09/27/23	10013144	LINDA BANUELOS	107420	GEN CLAIM#23-19	0.00	112.49
1011	421213	09/27/23	10013123	MICHAEL BATTISTA	275210	PERFORM/CULTUREFEST23	0.00	600.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	421214	09/27/23	10011110	BAY AREA DRIVING SCHOOL,	275120	DRIVER'S ED/SPRING-23	0.00	227.39
1011	421215	09/27/23	10000360	BEACH & LA MIRADA CAR WA	171710	CAR WASHES	0.00	745.76
1011	421216	09/27/23	10013139	CHRISTINA BELTRAN	650208	REIMB/CPCA REG/WLLE23	0.00	154.15
1011	421217	09/27/23	10013146	GRETA BENAVIDES	731120	REF/DUP PAYMENT	0.00	1,620.00
1011	421218	09/27/23	10011940	GLOANNE BENAVIDEZ	11	REF DEPOSIT RT#R8196	0.00	500.00
1011	421219	09/27/23	10006864	SELF INSURED SERVICES CO	73	AUG-23 DENTAL	0.00	23,735.90
1011	421219	09/27/23	10006864	SELF INSURED SERVICES CO	73	JULY-23 DENTAL	0.00	23,316.30
1011	421219	09/27/23	10006864	SELF INSURED SERVICES CO	73	SEPT-23 DENTAL	0.00	24,083.30
TOTAL CHECK							0.00	71,135.50
1011	421220	09/27/23	10011115	BLANK ROME LLP	110105	ADV.BA HOTEL/AUG-23	0.00	3,281.55
1011	421220	09/27/23	10011115	BLANK ROME LLP	110105	BUTTERFLY PAV/AUG-23	0.00	4,086.00
TOTAL CHECK							0.00	7,367.55
1011	421221	09/27/23	10006975	CITY OF BREA	650303	ILJAOC SVC FY 23-24	0.00	32,777.18
1011	421222	09/27/23	00000011	MANHATTAN STITCHING COMP	631140	2 SHIRTS/E.ZAPIEN	0.00	53.88
1011	421222	09/27/23	00000011	MANHATTAN STITCHING COMP	631140	J.CATALDO SHIRT/SEP23	0.00	26.94
TOTAL CHECK							0.00	80.82
1011	421223	09/27/23	10013145	YUEN LING BRIET	107420	GEN CLAIM#23-28	0.00	1,255.07
1011	421224	09/27/23	10013147	BROTHER'S CONSTRUCTION	126128	HIP21/22-161 CASAL	0.00	13,953.00
1011	421225	09/27/23	00000815	VARSITY BRANDS HOLDING C	860810	#SNBBN144Y - STANDARD-	23.64	328.64
1011	421226	09/27/23	00010646	IVAN RODRIGUEZ	171710	METRA KITS	0.00	323.77
1011	421227	09/27/23	00000759	BUENA PARK PLAQUE & TROP	11	BP CULTUREFEST BANNER	0.00	2,101.13
1011	421228	09/27/23	00000021	CALIF FORENSIC PHLEBOTOM	650402	BLOOD DRAWS	0.00	774.00
1011	421229	09/27/23	00005992	MARIO CAMACHO	160110	TRAIN SUBSIDY/AUG-23	0.00	125.00
1011	421230	09/27/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	1,346.41
1011	421230	09/27/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	264.55
1011	421230	09/27/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	156.54
TOTAL CHECK							0.00	1,767.50
1011	421231	09/27/23	10013090	CHAIDEZ, MARIA	52	UB REFUND	0.00	36.61
1011	421232	09/27/23	10007941	CHARTER COMMUNICATIONS H	650302	8448208990007561	0.00	1,608.14
1011	421233	09/27/23	10007941	CHARTER COMMUNICATIONS H	650404	8448400240089222	0.00	12.54
1011	421234	09/27/23	10007941	CHARTER COMMUNICATIONS H	650302	8448400230497971	0.00	12.53

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1011	421235	09/27/23	10007941	CHARTER COMMUNICATIONS	H 170670	8448400240541370	0.00	819.49
1011	421236	09/27/23	10007941	CHARTER COMMUNICATIONS	H 650302	8448400240618061	0.00	1,099.00
1011	421237	09/27/23	10007941	CHARTER COMMUNICATIONS	H 170670	8448400231122990	0.00	819.49
1011	421238	09/27/23	10007941	CHARTER COMMUNICATIONS	H 275305	213578401 SEPT-23	0.00	2,198.00
1011	421239	09/27/23	10013101	CHHIL, HEAN	52	UB REFUND	0.00	7.02
1011	421240	09/27/23	10007616	CINTAS CORPORATION	NO. 3 160105	UNIF RENTAL/AUG-23	0.00	428.71
1011	421240	09/27/23	10007616	CINTAS CORPORATION	NO. 3 160105	UNIF RENTAL/AUG-23	0.00	445.56
1011	421240	09/27/23	10007616	CINTAS CORPORATION	NO. 3 160105	UNIF RENTAL/AUG-23	0.00	455.85
1011	421240	09/27/23	10007616	CINTAS CORPORATION	NO. 3 860810	UNIF RENTAL/AUG-23	0.00	196.42
1011	421240	09/27/23	10007616	CINTAS CORPORATION	NO. 3 860810	UNIF RENTAL/AUG-23	0.00	196.42
1011	421240	09/27/23	10007616	CINTAS CORPORATION	NO. 3 860810	UNIF RENTAL/AUG-23	0.00	196.42
1011	421240	09/27/23	10007616	CINTAS CORPORATION	NO. 3 860810	UNIF RENTAL/AUG-23	0.00	203.92
1011	421240	09/27/23	10007616	CINTAS CORPORATION	NO. 3 860810	UNIF RENTAL/AUG-23	0.00	204.37
1011	421240	09/27/23	10007616	CINTAS CORPORATION	NO. 3 160105	UNIF RENTAL/AUG-23	0.00	360.48
1011	421240	09/27/23	10007616	CINTAS CORPORATION	NO. 3 160105	UNIF RENTAL/AUG-23	0.00	372.32
TOTAL CHECK							0.00	3,060.47
1011	421241	09/27/23	10013127	SALVADOR CISNEROS	11	REF DEPOSIT RT#R8184	0.00	500.00
1011	421241	09/27/23	10013127	SALVADOR CISNEROS	875805	REF DEPOSIT RT#R8184	0.00	-106.00
TOTAL CHECK							0.00	394.00
1011	421242	09/27/23	10012826	CIVILTEC ENGINEERING, IN	396828	WATER MAIN/AUG-23	0.00	11,310.75
1011	421243	09/27/23	10013116	EDWARD CLARKE	11	REF RT.DEPOSIT#R8515	0.00	500.00
1011	421244	09/27/23	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLING 7/23	0.00	665.00
1011	421244	09/27/23	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLING 7/23	0.00	1,990.65
TOTAL CHECK							0.00	2,655.65
1011	421245	09/27/23	00005774	THE CODE GROUP, INC.	11	50%DANNY RODRIGUEZ	0.00	3,325.00
1011	421245	09/27/23	00005774	THE CODE GROUP, INC.	731150	50%DANNY RODRIGUEZ	0.00	3,325.00
TOTAL CHECK							0.00	6,650.00
1011	421246	09/27/23	10006450	COLONIAL LIFE	73	INSURANCE/AUG-23	0.00	565.92
1011	421246	09/27/23	10006450	COLONIAL LIFE	73	INSURANCE/JULY-23	0.00	565.92
TOTAL CHECK							0.00	1,131.84
1011	421247	09/27/23	10006011	COMMERCIAL CONTROLS CORP	650303	PD ACCESS/SEPT-23	0.00	2,400.00
1011	421248	09/27/23	10004317	CONCENTRA HEALTH SERVICE	121110	RANDOM PROG ANN MGT.	0.00	250.00
1011	421249	09/27/23	00010548	CORELOGIC INFORMATION SO	631140	REAL/QUEST/AUG-23	0.00	200.00
1011	421250	09/27/23	00002379	NANCY K. BOHL INC.	650105	EMP SUPPORT/AUG-23	0.00	240.00
1011	421251	09/27/23	10002389	COUNTY OF ORANGE TREASUR	590015	STRIPING PROG/MAY-23	0.00	11,880.44

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1011	421251	09/27/23	10002389	COUNTY OF ORANGE	TREASUR 590015	STRIPING PROG/JUNE23	0.00	6,837.94
1011	421251	09/27/23	10002389	COUNTY OF ORANGE	TREASUR 590015	STRIPING PILOT/AUG-23	0.00	221.46
TOTAL CHECK							0.00	18,939.84
1011	421252	09/27/23	10002389	COUNTY OF ORANGE	TREASUR 352567	NPDES WATER/FY23-24	0.00	1,409.01
1011	421253	09/27/23	10002389	COUNTY OF ORANGE	TREASUR 650308	AFIS BILL/SEPT-23	0.00	3,027.00
1011	421254	09/27/23	10002389	COUNTY OF ORANGE	TREASUR 650302	ROUTER/SEPT-23	0.00	1,129.32
1011	421255	09/27/23	10013122	DANUBE SWABIAN FOLK	DANC 275210	PERFORM/CULTUREFES-23	0.00	150.00
1011	421256	09/27/23	10008395	DEVELOPMENT COUNSELLORS	995100	MO AD/AUG-23	0.00	2,766.69
1011	421257	09/27/23	00000492	DEPARTMENT OF JUSTICE	121110	FINGERPRINT/AUG-23	0.00	686.00
1011	421258	09/27/23	00000492	DEPARTMENT OF JUSTICE	11	FINGERPRINT-AUG-23	0.00	2,350.00
1011	421258	09/27/23	00000492	DEPARTMENT OF JUSTICE	650302	FINGERPRINT-AUG-23	0.00	242.00
TOTAL CHECK							0.00	2,592.00
1011	421259	09/27/23	00002095	MELISSA DHAUW	732031	REIMB/HUD EXPENSES	0.00	70.74
1011	421260	09/27/23	10013141	DOUG MARTIN CONTRACTING	126152	METER	0.00	-444.97
1011	421260	09/27/23	10013141	DOUG MARTIN CONTRACTING	126152	WATER	0.00	-236.61
1011	421260	09/27/23	10013141	DOUG MARTIN CONTRACTING	126152	CAPITAL	0.00	-44.50
1011	421260	09/27/23	10013141	DOUG MARTIN CONTRACTING	52	DEPOSIT	0.00	2,000.00
TOTAL CHECK							0.00	1,273.92
1011	421261	09/27/23	10000001	CITY OF DOWNEY	160108	#1/SEAACA FY23-24	0.00	311,017.00
1011	421261	09/27/23	10000001	CITY OF DOWNEY	160108	SEAACA/2ND INSTALL.	0.00	311,017.00
TOTAL CHECK							0.00	622,034.00
1011	421262	09/27/23	10013105	EATON, GLENN	52	UB REF	0.00	208.23
1011	421263	09/27/23	10012329	ECO-NOMICS, INC.	196916	EDIBLE FOOD /AUG-23	0.00	8,096.25
1011	421264	09/27/23	10012764	EFFICIENT X-RAY, INC	650307	HAZ WASTE SEPT-23	0.00	75.00
1011	421265	09/27/23	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC REPAIR	0.00	855.62
1011	421265	09/27/23	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC PM	0.00	4,632.83
1011	421265	09/27/23	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC PM	0.00	4,921.77
1011	421265	09/27/23	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC REPAIR	0.00	882.50
1011	421265	09/27/23	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC REPAIR	0.00	777.50
1011	421265	09/27/23	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC REPAIR	0.00	946.98
1011	421265	09/27/23	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC REPAIR	0.00	2,597.45
1011	421265	09/27/23	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC PM	0.00	898.73
1011	421265	09/27/23	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC REPAIR	0.00	585.00
1011	421265	09/27/23	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC REPAIR	0.00	1,122.00
1011	421265	09/27/23	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC REPAIR	0.00	4,171.26
1011	421265	09/27/23	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC PM	0.00	5,241.38
1011	421265	09/27/23	00009627	EMCOR SERVICE MESA	ENERG 170670	HVAC PM	0.00	6,750.00
TOTAL CHECK							0.00	34,383.02

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1011	421266	09/27/23	00006560	ENTERPRISE FM TRUST, INC	650603	LEASE 4 VEH/SEPT-23	0.00	1,387.42
1011	421267	09/27/23	10012212	NICOLE RENEE ESCOBAR	275150	SCOREKEEP 9/2-15/23	0.00	208.00
1011	421268	09/27/23	10008311	EVERETT DOREY, LLP	107420	MARION REYNOLDS	0.00	1,423.65
1011	421268	09/27/23	10008311	EVERETT DOREY, LLP	107420	DANIEL GUILLEN	0.00	1,581.00
1011	421268	09/27/23	10008311	EVERETT DOREY, LLP	107420	DONNA MCINTIRE	0.00	1,671.00
1011	421268	09/27/23	10008311	EVERETT DOREY, LLP	107420	RODERICK LANE JR	0.00	2,737.00
1011	421268	09/27/23	10008311	EVERETT DOREY, LLP	107420	ALFONSO DAVILA	0.00	3,640.00
1011	421268	09/27/23	10008311	EVERETT DOREY, LLP	107420	VERONICA JONES	0.00	4,678.32
1011	421268	09/27/23	10008311	EVERETT DOREY, LLP	107420	CLAUDIA LOAIZA	0.00	569.40
TOTAL CHECK							0.00	16,300.37
1011	421269	09/27/23	10012904	EXIT CERTIFIED CORPORATI	126143	VEEAM DISASTER RECOVER	0.00	5,025.00
1011	421270	09/27/23	10004626	EXPEDIA, INC.	995100	ADS AUG-23	0.00	20,499.51
1011	421271	09/27/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	9.67
1011	421271	09/27/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	5.09
1011	421271	09/27/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	109.01
1011	421271	09/27/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	26.72
1011	421271	09/27/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	27.48
1011	421271	09/27/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	58.78
1011	421271	09/27/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	213.15
1011	421271	09/27/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	505.57
1011	421271	09/27/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	508.58
TOTAL CHECK							0.00	1,464.05
1011	421272	09/27/23	10003690	FAIR HOUSING FOUNDATION	732040	REIMB/AUG-23	0.00	1,284.33
1011	421273	09/27/23	00003881	FERGUSON ENTERPRISES, IN	352363	REPAIR METER READER	0.00	645.00
1011	421274	09/27/23	10007059	FIVESTAR RUBBER STAMP ET	105105	STAMPS	0.00	55.85
1011	421275	09/27/23	10007852	RJ HANSON INC	171710	COLLISION REPAIRS	0.00	7,932.52
1011	421276	09/27/23	10003190	FOOD 4 LESS	732044	SNACKS	0.00	151.29
1011	421277	09/27/23	10001966	FORENSIC NURSE SPECIALIS	650402	ASSAULT CASE23-26710	0.00	2,400.00
1011	421278	09/27/23	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	4,743.44
1011	421278	09/27/23	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	88.86
1011	421278	09/27/23	00000046	FULLER ENGINEERING INC	352363	CL2 KNOTT	0.00	116.88
1011	421278	09/27/23	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	300.17
TOTAL CHECK							0.00	5,249.35
1011	421279	09/27/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	48.01
1011	421279	09/27/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	157.29
1011	421279	09/27/23	00002166	GANAHL LUMBER CO	170670	HARDWARE	0.00	48.47
1011	421279	09/27/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	173.91
1011	421279	09/27/23	00002166	GANAHL LUMBER CO	170670	HARDWARE	0.00	193.93

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1011	421279	09/27/23	00002166	GANAHL LUMBER CO	560220	TRAFFIC SUPPLIES	0.00	12.92
1011	421279	09/27/23	00002166	GANAHL LUMBER CO	170670	HARDWARE	0.00	53.31
1011	421279	09/27/23	00002166	GANAHL LUMBER CO	860810	SUPPLIES	0.00	17.77
1011	421279	09/27/23	00002166	GANAHL LUMBER CO	860810	SUPPLIES	0.00	282.98
1011	421279	09/27/23	00002166	GANAHL LUMBER CO	860810	SUPPLIES	0.00	48.43
1011	421279	09/27/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	133.86
1011	421279	09/27/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	21.53
TOTAL CHECK							0.00	1,192.41
1011	421280	09/27/23	00003646	GENERAL PUMP COMPANY INC	396855	BOISSERANC PMP/AUG-23	0.00	60,730.00
1011	421280	09/27/23	00003646	GENERAL PUMP COMPANY INC	52	PMT#5 FINAL RETENTION	0.00	-6,073.00
TOTAL CHECK							0.00	54,657.00
1011	421281	09/27/23	00003646	GENERAL PUMP COMPANY INC	52	BOISSERANC/RET/FINAL	0.00	37,755.50
1011	421282	09/27/23	10011830	GOLDEN STATE COMMUNICATI	650603	2 WAY RADIO Q12/31/23	0.00	840.00
1011	421283	09/27/23	10010190	NPG INC	560211	PREP FOR HURRICANE	0.00	7,973.50
1011	421284	09/27/23	10013121	TERRELL GREEN	11	REF/DEPOSIT#R8478	0.00	500.00
1011	421285	09/27/23	10013124	LAURIE GUTIERREZ	275210	REF/SOLVANG EXCURS.	0.00	90.00
1011	421286	09/27/23	00000873	HDL COREN & CONE	997100	CONT/SVCS/JUL-SEP-23	0.00	625.00
1011	421286	09/27/23	00000873	HDL COREN & CONE	126120	CONT/SVCS/JUL-SEP-23	0.00	2,975.00
TOTAL CHECK							0.00	3,600.00
1011	421287	09/27/23	10008744	HEAT TRANSFER SOLUTIONS,	170670	BOILER REPAIR	0.00	1,640.00
1011	421288	09/27/23	10007706	ARTHUR HENDEY	352363	CONSTRUCTION METERS	0.00	2,878.44
1011	421289	09/27/23	10013129	EARL HERNANDEZ	11	REF DEPOSIT#R8261	0.00	500.00
1011	421290	09/27/23	00000057	HOME DEPOT / GECF	560640	BLOWER	0.00	214.42
1011	421290	09/27/23	00000057	HOME DEPOT / GECF	170670	PLUMBING HARDWARE	0.00	54.62
1011	421290	09/27/23	00000057	HOME DEPOT / GECF	352363	SALT FOR CL2	0.00	231.87
1011	421290	09/27/23	00000057	HOME DEPOT / GECF	352363	SALT FOR CL2	0.00	255.06
1011	421290	09/27/23	00000057	HOME DEPOT / GECF	275305	ZIP TIES CULTUREFEST	0.00	40.43
1011	421290	09/27/23	00000057	HOME DEPOT / GECF	275305	ZIP TIES CULTUREFEST	0.00	101.05
1011	421290	09/27/23	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	110.48
1011	421290	09/27/23	00000057	HOME DEPOT / GECF	275135	SOCCER SUPPLIES	0.00	167.77
1011	421290	09/27/23	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	20.98
1011	421290	09/27/23	00000057	HOME DEPOT / GECF	632110	MAINT AND REPAIRS	0.00	41.46
1011	421290	09/27/23	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	29.78
1011	421290	09/27/23	00000057	HOME DEPOT / GECF	275305	CREDIT MEMO	0.00	-40.44
1011	421290	09/27/23	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	22.60
1011	421290	09/27/23	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	30.07
TOTAL CHECK							0.00	1,280.15
1011	421291	09/27/23	00000060	HOSE MAN INC	452410	PARTS FOR TRASH PUMP	0.00	162.78
1011	421292	09/27/23	10009091	HUE C LUU	731150	ENG SVCS/SEPT-23	0.00	6,930.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	421293	09/27/23	10012663	ICE MANAGEMANT, LLC	275120	ICE SKATING/SUMMER-23	0.00	678.30
1011	421294	09/27/23	10008985	INDEPENDENT	732071	22-23 CAPER 9/26 MTG	0.00	310.00
1011	421295	09/27/23	10009556	INNOVATIVE DESIGN & SHEE	171710	INSTALLATION OF POLICE	0.00	5,832.70
1011	421296	09/27/23	00010018	JOSEPH M JACKSON	275120	MARTIAL ARTS/SUMMR23	0.00	308.56
1011	421297	09/27/23	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-78.04
1011	421297	09/27/23	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-27.71
1011	421297	09/27/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	263.33
1011	421297	09/27/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	20.08
1011	421297	09/27/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	156.19
1011	421297	09/27/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	390.22
1011	421297	09/27/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	844.20
TOTAL	CHECK						0.00	1,568.27
1011	421298	09/27/23	10013098	JAYICH, JOHN J	52	UB REFUND	0.00	1,502.63
1011	421299	09/27/23	10012884	JBA CONSULTING DBA NV5 C	170670	IGAA SUPPORT/AUG-23	0.00	1,969.50
1011	421300	09/27/23	10012741	JIG CONSULTANTS	490033	KNOT AVE SEWER/AUG-23	0.00	4,887.50
1011	421301	09/27/23	10002904	JOHN L. HUNTER & ASSOCIA	352567	NPDES /FLD INSP/MAY23	0.00	9,900.00
1011	421302	09/27/23	10013050	JOLLY JUMPS	275210	BAL.DUE/ROCK WALL RT	0.00	737.50
1011	421303	09/27/23	00000674	RICHARD D. JONES A PROF.	631140	6211 SAN RAFAEL/AUG23	0.00	666.00
1011	421303	09/27/23	00000674	RICHARD D. JONES A PROF.	631140	8732 WESTERN/AUG-23	0.00	1,696.80
1011	421303	09/27/23	00000674	RICHARD D. JONES A PROF.	631140	6972 SAN DIEGO/AUG-23	0.00	1,770.36
1011	421303	09/27/23	00000674	RICHARD D. JONES A PROF.	631140	CODE ENFORCE/AUG-23	0.00	6,984.00
1011	421303	09/27/23	00000674	RICHARD D. JONES A PROF.	631140	6002 DARLINGTON/AUG23	0.00	108.00
1011	421303	09/27/23	00000674	RICHARD D. JONES A PROF.	650402	PD MATTERS/AUG-23	0.00	7,722.00
TOTAL	CHECK						0.00	18,947.16
1011	421304	09/27/23	00000071	KELLY PAPER CO., INC.	126120	#7503567- PRESSLINE CL	7.85	109.20
1011	421304	09/27/23	00000071	KELLY PAPER CO., INC.	126120	SHIPPING	0.00	26.66
TOTAL	CHECK						7.85	135.86
1011	421305	09/27/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	102.11
1011	421305	09/27/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	4,955.21
1011	421305	09/27/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	107.71
1011	421305	09/27/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	732.78
1011	421305	09/27/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	650.90
1011	421305	09/27/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	398.33
1011	421305	09/27/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	281.23
1011	421305	09/27/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	650.90
1011	421305	09/27/23	00000054	TED JONES FORD INC.	171710	SERVICE VEHICLE	0.00	4,743.75
1011	421305	09/27/23	00000054	TED JONES FORD INC.	171710	CREDIT MEMO	0.00	-189.78
1011	421305	09/27/23	00000054	TED JONES FORD INC.	171710	CREDIT MEMO	0.00	-80.81
1011	421305	09/27/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	27.43

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1011	421305	09/27/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	193.10
TOTAL CHECK							0.00	12,572.86
1011	421306	09/27/23	00008485	DONNA KERN	121110	REIMB/HEALTH FAIR EXP	0.00	140.62
1011	421307	09/27/23	10013089	KIM, VIVIANA	52	UB REFUND	0.00	51.03
1011	421308	09/27/23	00009647	KIMBALL MIDWEST	171710	HARDWARE	0.00	310.66
1011	421309	09/27/23	00000458	KTS NETWORKS, INC	170670	SERVER ADTRAN/JULY-23	0.00	624.95
1011	421310	09/27/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	133.37
1011	421310	09/27/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	90.00
1011	421310	09/27/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	894.93
1011	421310	09/27/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	22.10
1011	421310	09/27/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	130.85
1011	421310	09/27/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	894.93
1011	421310	09/27/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	112.71
1011	421310	09/27/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	312.26
1011	421310	09/27/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	894.93
TOTAL CHECK							0.00	3,486.08
1011	421311	09/27/23	10007915	LANAIR GROUP, LLC	650303	POWERSWITCH S4112-ON I	950.73	13,218.25
1011	421311	09/27/23	10007915	LANAIR GROUP, LLC	126143	FORTINET RENEWAL COVER	0.00	1,093.00
TOTAL CHECK							950.73	14,311.25
1011	421312	09/27/23	10013120	LEADSONLINE	650604	CELLHAWK INVESTIGATOR	0.00	2,995.00
1011	421313	09/27/23	10013148	MARC LEBANOFF	107420	GEN CLAIM#22-31	0.00	2,033.92
1011	421314	09/27/23	10013132	MICHAEL LEE	11	REF DEPOSIT#R8375	0.00	500.00
1011	421315	09/27/23	00007523	LEGAL SHIELD, INC	73	SEPT-23 CHARGES	0.00	91.60
1011	421315	09/27/23	00007523	LEGAL SHIELD, INC	73	AUG-23 CHARGES	0.00	91.60
1011	421315	09/27/23	00007523	LEGAL SHIELD, INC	73	JULY-23 CHARGES	0.00	91.60
TOTAL CHECK							0.00	274.80
1011	421316	09/27/23	10004279	LIGHTING SUPPLY INC.	11	BULB FLOUR F032/V41-T8	75.56	1,050.56
1011	421316	09/27/23	10004279	LIGHTING SUPPLY INC.	11	BULB F032/835 FLUORESC	43.59	606.09
1011	421316	09/27/23	10004279	LIGHTING SUPPLY INC.	11	CF42DT/E/835 42 WATT F	25.19	350.19
1011	421316	09/27/23	10004279	LIGHTING SUPPLY INC.	11	CF32DT/E/835 32 WATT F	25.19	350.19
TOTAL CHECK							169.53	2,357.03
1011	421317	09/27/23	00010055	LIVING IT UP	121110	FINAL PAY/HEALTH FAIR	0.00	2,550.00
1011	421318	09/27/23	10013118	ANDREW LOPEZ	11	REF/DEPOSIT#R7891	0.00	500.00
1011	421318	09/27/23	10013118	ANDREW LOPEZ	875805	REF/DEPOSIT#R7891	0.00	105.00
TOTAL CHECK							0.00	605.00
1011	421319	09/27/23	10013142	ANGELICA LOPEZ	115110	REIMB/IIMC MBR DUES	0.00	125.00
1011	421320	09/27/23	10013115	CHRISTINE LOPEZ	11	REF/DEPOSIT #R8974	0.00	500.00

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1011	421320	09/27/23	10013115	CHRISTINE LOPEZ	875805	REF/DEPOSIT #R8974	0.00	53.00
TOTAL	CHECK						0.00	553.00
1011	421321	09/27/23	00000077	LU'S LIGHTHOUSE INC	171710	BULBS	0.00	28.98
1011	421322	09/27/23	10010678	MARLOW INNOVATIONS INC.	650303	AFR MO SVC/AUG-23	0.00	425.00
1011	421322	09/27/23	10010678	MARLOW INNOVATIONS INC.	650303	AFR MO SVC/OCT-23	0.00	425.00
1011	421322	09/27/23	10010678	MARLOW INNOVATIONS INC.	650303	AFR MO SVC/SEPT-23	0.00	425.00
TOTAL	CHECK						0.00	1,275.00
1011	421323	09/27/23	10013117	CORA MCMILLAN	11	REF/DEPOSIT#R8531	0.00	500.00
1011	421324	09/27/23	10009226	MERCY HOUSE LIVING CENTE	106131	NAV SHELTER/JULY-23	0.00	211,811.87
1011	421325	09/27/23	10012296	YOUNG CHAMPIONS RECREATI	275120	KARATE/SUMMER-23	0.00	3,866.31
1011	421326	09/27/23	10012844	MGP XII BUENA PARK GL, L	632110	FR.MKT RT DEC23-JUN24	0.00	4,200.00
1011	421327	09/27/23	10013085	MILLIGAN, CHRISTOPHER	52	UB REFUND	0.00	114.12
1011	421328	09/27/23	10001962	MITSUBISHI ELECTRIC & EL	170670	ELEVATOR MAINT	0.00	416.94
1011	421329	09/27/23	10013128	JANETTE M. MONTEATEGRE	11	REF DEPOSIT#R8197	0.00	500.00
1011	421330	09/27/23	10009389	MRC SMART TECHNOLOGY SOL	275305	COPIES-5-8/23	0.00	525.63
1011	421331	09/27/23	00009876	MUNICIPAL WATER DIST OF	352510	WATER DELIVERY/AUG-23	0.00	273,408.92
1011	421332	09/27/23	10008059	MYERS TIRE SUPPLY DISTRI	171710	TIRES	0.00	855.43
1011	421333	09/27/23	10013125	MAHA NASSER	275305	REF GARDEN PLOT	0.00	-20.00
1011	421333	09/27/23	10013125	MAHA NASSER	275305	REF/GARDEN PLOT	0.00	50.00
TOTAL	CHECK						0.00	30.00
1011	421334	09/27/23	10005881	OCCSPECIALIST CORP. A ME	121110	DOT PHYSICALS/AUG-23	0.00	160.00
1011	421335	09/27/23	10005163	OCEAN BREEZE PACIFIC, LL	275405	LINENS BPCC	0.00	571.98
1011	421336	09/27/23	00007482	ORANGE COUNTY SANITATION	352567	Q4 22-23 OCHCA FOG	0.00	793.00
1011	421337	09/27/23	00000221	ORANGE COUNTY SHERIFFS D	650208	COLLISION 9/13-17/23	0.00	350.00
1011	421338	09/27/23	10013038	PACKET FUSION, INC.	170670	SERVER ADTRAN/SEPT-23	0.00	624.95
1011	421339	09/27/23	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	800.89
1011	421340	09/27/23	10013149	JANE PARK	107420	GEN CLAIM#23-33	0.00	5,505.00
1011	421341	09/27/23	10013103	PARRISH, BONNIE J	52	UB REFUND	0.00	44.97
1011	421342	09/27/23	10012834	PENDLETON PTA	11	RF DEPOS/R8115, R8117	0.00	1,000.00

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1011	421343	09/27/23	10003026	PETRA GEOTECHNICAL INC.	731150	BLDG PL CK SVC/AUG-23	0.00	5,432.50
1011	421344	09/27/23	00005145	PETTY CASH/COMMUNITY SER	275105	BAL DUE/C.SANCHEZ AUG	0.00	0.30
1011	421344	09/27/23	00005145	PETTY CASH/COMMUNITY SER	275210	CULTUREFEST/M.VANSICK	0.00	26.93
1011	421344	09/27/23	00005145	PETTY CASH/COMMUNITY SER	275135	YT SOCCER/J.RUSSELL	0.00	39.82
1011	421344	09/27/23	00005145	PETTY CASH/COMMUNITY SER	275210	CULTURE FEST/A.MAGANA	0.00	45.83
1011	421344	09/27/23	00005145	PETTY CASH/COMMUNITY SER	275210	CULUTREFEST/Y.RIVERA	0.00	48.81
1011	421344	09/27/23	00005145	PETTY CASH/COMMUNITY SER	275210	CULTUREFEST/A.MAGANA	0.00	49.46
TOTAL CHECK							0.00	211.15
1011	421345	09/27/23	00005788	PETTY CASH/PUBLIC WORKS	160105	CASH FEE/GENERA AUG23	0.00	7.00
1011	421345	09/27/23	00005788	PETTY CASH/PUBLIC WORKS	160105	CASH FEE/GENERA/AUG23	0.00	7.00
1011	421345	09/27/23	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE/GENERA/JUL-23	0.00	12.98
1011	421345	09/27/23	00005788	PETTY CASH/PUBLIC WORKS	160105	CFFE/CRD/GENERA SEP23	0.00	26.35
1011	421345	09/27/23	00005788	PETTY CASH/PUBLIC WORKS	352363	MEAL BRK/FITCH/JUL-23	0.00	40.60
1011	421345	09/27/23	00005788	PETTY CASH/PUBLIC WORKS	352363	MEAL BRK/MCGEE/JUL-23	0.00	46.29
1011	421345	09/27/23	00005788	PETTY CASH/PUBLIC WORKS	160105	DONUT/MOJARRO/AUG23	0.00	56.00
1011	421345	09/27/23	00005788	PETTY CASH/PUBLIC WORKS	160105	DONUT/MOJARRO/SEP-23	0.00	56.00
TOTAL CHECK							0.00	252.22
1011	421346	09/27/23	10006253	PRECISION SURVEY SUPPLY	550502	BLK360 G2 STARTER PACK	1,850.35	24,850.35
1011	421346	09/27/23	10006253	PRECISION SURVEY SUPPLY	550502	CYCLONE PUBLISHER	154.22	2,044.22
1011	421346	09/27/23	10006253	PRECISION SURVEY SUPPLY	550502	MAP360 STANDARD UPGRAD	859.53	11,459.53
1011	421346	09/27/23	10006253	PRECISION SURVEY SUPPLY	550502	IMS MAP 360 PRO EDITIO	0.00	2,740.00
1011	421346	09/27/23	10006253	PRECISION SURVEY SUPPLY	550502	INFINITY SUBSCRIPTION	0.00	3.80
1011	421346	09/27/23	10006253	PRECISION SURVEY SUPPLY	550502	INFINITY SURVEY BASE L	67.81	897.81
1011	421346	09/27/23	10006253	PRECISION SURVEY SUPPLY	550502	INFINITY POINT CLOUDS	91.52	1,191.52
1011	421346	09/27/23	10006253	PRECISION SURVEY SUPPLY	550502	ON-SITE FORENSIC TRAIN	0.00	4,408.00
TOTAL CHECK							3,023.43	47,595.23
1011	421347	09/27/23	10012855	PROACTIVE WORK HEALTH SE	121110	PRE EMP PHYS/AUG-23	0.00	655.00
1011	421348	09/27/23	10008467	QUADIENT LEASING USA, IN	121135	LEASING	0.00	351.76
1011	421349	09/27/23	10005273	DAVID E. FIGUEROA	650303	MONOCHROME LASER	0.00	900.00
1011	421350	09/27/23	10012522	R.A. SMITH, INC.	632110	PARCEL MAP/JUNE-23	0.00	442.50
1011	421350	09/27/23	10012522	R.A. SMITH, INC.	632110	PARCEL MAP/MAY-23	0.00	2,277.00
TOTAL CHECK							0.00	2,719.50
1011	421351	09/27/23	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	96.98
1011	421352	09/27/23	00001348	MULTI SERVICE TECHNOLOGY	860810	J TORRES SAFETY SHOES	0.00	250.00
1011	421353	09/27/23	10000972	REFRIGERATION SUPPLIES D	170670	HARDWARE	0.00	42.52
1011	421353	09/27/23	10000972	REFRIGERATION SUPPLIES D	170670	HARDWARE	0.00	172.82
TOTAL CHECK							0.00	215.34
1011	421354	09/27/23	10009894	REVOLVE DESIGN BUILDERS	11	RF/P18-072/7037 OR'TH	0.00	500.00
1011	421355	09/27/23	10005599	OANH ROSENTHAL	275120	TAI CHI CHUAN/SUMM-23	0.00	277.97

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	421356	09/27/23	10013088	ROXAS, ALBERTO	52	UB REFUND	0.00	22.29
1011	421357	09/27/23	00000114	SAFETY KLEEN CORP	171710	SERVICE PARTS WASHER	0.00	649.37
1011	421358	09/27/23	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL PD	0.00	29,872.88
1011	421359	09/27/23	10001720	SCMAF-OC	275135	TRK/FIELD PARTICIPANT	0.00	918.00
1011	421360	09/27/23	10012261	SEMRUSH INC.	995100	SFTWARE RENEWAL	0.00	1,224.11
1011	421361	09/27/23	10011504	SHOETERIA, INC.	560210	M KOSS SAFETY SHOES	0.00	250.00
1011	421361	09/27/23	10011504	SHOETERIA, INC.	452410	J VENEGAS SAFETY SHOE	0.00	145.45
TOTAL CHECK							0.00	395.45
1011	421362	09/27/23	10009505	SHRED-IT, INC. USA	650302	SHREDDING	0.00	793.00
1011	421362	09/27/23	10009505	SHRED-IT, INC. USA	650302	SHREDDING	0.00	630.56
TOTAL CHECK							0.00	1,423.56
1011	421363	09/27/23	10013135	COLLEEN SIMSON	11	REF/DEPOSIT#R8691	0.00	500.00
1011	421364	09/27/23	00000125	SMART & FINAL	275210	CULTUREFEST SUPPLIES	0.00	26.37
1011	421364	09/27/23	00000125	SMART & FINAL	275210	SNACKS SOLVANG TRIP	0.00	41.97
1011	421364	09/27/23	00000125	SMART & FINAL	275210	SNACKS ARTIST RECEIPT	0.00	59.44
1011	421364	09/27/23	00000125	SMART & FINAL	275210	ARTIST RECEPTION	0.00	46.53
1011	421364	09/27/23	00000125	SMART & FINAL	275315	SNACKS SAT DANCE	0.00	53.96
1011	421364	09/27/23	00000125	SMART & FINAL	275405	BREAK ROOM SUPPLIES	0.00	65.27
1011	421364	09/27/23	00000125	SMART & FINAL	275305	KOREAN FAIR	0.00	72.32
1011	421364	09/27/23	00000125	SMART & FINAL	275305	KOREAN FAIR SUPPLIES	0.00	198.78
1011	421364	09/27/23	00000125	SMART & FINAL	275160	VOLT STUDY SUPPLIES	0.00	132.12
TOTAL CHECK							0.00	696.76
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8681 BEACH/SEPT-23	0.00	33.81
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7006 ARTESIA/SEPT-23	0.00	12.43
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 860810	6072 LINCOLN/SEP-23	0.00	19.13
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6701 STANTON/SEPT-23	0.00	19.36
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6711 BEACH/SEPT-23	0.00	22.06
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6973 BEACH/SEPT-23	0.00	22.48
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7250 HOLDER/SEPT-23	0.00	31.99
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6581 BEACH/SEPT-23	0.00	73.20
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6680 KNOTT/SEPT-23	0.00	103.02
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 860810	7501 8TH/SEPT-23	0.00	116.38
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8970 KNOTT/SEPT-23	0.00	117.78
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6603 BEACH/SEPT-23	0.00	1,365.25
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6955 ARAGON/SEPT-23	0.00	16,870.04
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7700 WESTERN/SEP-23	0.00	250.90
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6548 LA PALMA/AUG-23	0.00	7,785.01
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8111 COMNWTH/AUG23	0.00	38.16
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6190 AUTO CTR/SEPT-23	0.00	88.91
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 660241	8400 LAKEKNOLL/AUG23	0.00	2,744.79
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 352510	7520 DALE PMP/SEP-23	0.00	33,897.87
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7002 BEACH/SEPT-23	0.00	24.97
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7550 STANTON/SEPT-23	0.00	44.80

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7051 PAGE/SEPT-23	0.00	89.15
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	7611 BEACH/SEPT-23	0.00	103.38
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA EDIS	860810	8081 OR'THORP/SEPT-23	0.00	107.32
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA EDIS	170670	6660 BEACH/SEPT-23	0.00	7,767.70
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA EDIS	860810	7530 WESTERN/SEPT-23	0.00	16.68
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7711 LA PALMA/SEPT-23	0.00	31.44
1011	421366	09/27/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	5600 MALVERN/SEPT-23	0.00	965.39
TOTAL CHECK							0.00	72,763.40
1011	421367	09/27/23	00000336	SOUTHERN CALIFORNIA EDIS	106119	OCT-23 OPER.RENT	0.00	2,000.00
1011	421368	09/27/23	10007408	SOUTHERN COMPUTER WAREHO	126143	TABLET - INTEL CORE I5	120.72	1,678.41
1011	421368	09/27/23	10007408	SOUTHERN COMPUTER WAREHO	126143	KEYBOARD	8.67	120.51
1011	421368	09/27/23	10007408	SOUTHERN COMPUTER WAREHO	126143	E-WASTE FEE	0.00	4.00
TOTAL CHECK							129.39	1,802.92
1011	421369	09/27/23	00001085	STAPLES CONTRACT & COMME	731150	OFFICE SUPPLIES	0.00	305.98
1011	421369	09/27/23	00001085	STAPLES CONTRACT & COMME	998100	OFFICE SUPPLIES	0.00	86.81
1011	421369	09/27/23	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	56.53
TOTAL CHECK							0.00	449.32
1011	421370	09/27/23	10013130	SIMON SUMULONG	11	REF/DEPOSIT#R8635	0.00	500.00
1011	421371	09/27/23	10013138	THE BIERGARTEN AT OLD WO	275305	OKTOBERFEST/OLD WORLD	0.00	770.00
1011	421372	09/27/23	10013126	TINA TURNTABLES	275210	DJ SVCS/COPS N GOBLIN	0.00	750.00
1011	421373	09/27/23	10009023	TIRE HUB, LLC	171710	TIRES	0.00	236.00
1011	421373	09/27/23	10009023	TIRE HUB, LLC	171710	TIRES	0.00	1,682.45
1011	421373	09/27/23	10009023	TIRE HUB, LLC	171710	TIRES	0.00	182.71
TOTAL CHECK							0.00	2,101.16
1011	421374	09/27/23	10007171	T-MOBILE USA, INC.	650303	CASE#23-30141/GPS	0.00	100.00
1011	421375	09/27/23	10013136	TOURISM ECONOMICS, LLC	995100	IMPACT STD.50/JUNE-23	0.00	7,500.00
1011	421376	09/27/23	10009554	TRUTH BE TOLD POLYGRAPH,	650105	5 PRE-EMP POLYGRAPH	0.00	1,250.00
1011	421377	09/27/23	10012511	TSG ENTERPRISES, INC	290157	ADA IMPROV/AUG-23	0.00	185.00
1011	421377	09/27/23	10012511	TSG ENTERPRISES, INC	290153	SCE PHS11 TRAIL/AUG23	0.00	878.75
1011	421377	09/27/23	10012511	TSG ENTERPRISES, INC	590181	OR'THORP AVE/AUG-23	0.00	795.50
TOTAL CHECK							0.00	1,859.25
1011	421378	09/27/23	10012155	TUNNELWORKS SERVICES, IN	52	PMT#1/FINAL RET.	0.00	-11,661.50
1011	421378	09/27/23	10012155	TUNNELWORKS SERVICES, IN	490010	STANTON DRAIN/FINAL	0.00	233,230.00
TOTAL CHECK							0.00	221,568.50
1011	421379	09/27/23	10012155	TUNNELWORKS SERVICES, IN	490010	SEWER LINING/AUG-23	0.00	190,568.00
1011	421379	09/27/23	10012155	TUNNELWORKS SERVICES, IN	52	PMT#4 RET.	0.00	-9,528.40
TOTAL CHECK							0.00	181,039.60
1011	421380	09/27/23	10012155	TUNNELWORKS SERVICES, IN	52	STANTON DRAIN/RET.	0.00	11,661.50

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	421381	09/27/23	00000416	UNDERGROUND SVC.ALERT/SC	352363	DIG ALERT SAFETY BOAR	0.00	87.50
1011	421381	09/27/23	00000416	UNDERGROUND SVC.ALERT/SC	352363	DIG ALERT TICKETS	0.00	223.50
TOTAL CHECK							0.00	311.00
1011	421382	09/27/23	10008867	UNITED STATES POSTAL SER	121135	POSTAGE REPLENISH	0.00	10,000.00
1011	421383	09/27/23	10001951	US TRAVEL ASSOCIATION IN	106117	IPW CF BOOTH REG	0.00	2,000.00
1011	421383	09/27/23	10001951	US TRAVEL ASSOCIATION IN	995100	IPW CF BOOTH REG	0.00	29,700.00
TOTAL CHECK							0.00	31,700.00
1011	421384	09/27/23	10013133	JACKLYNN VALLES	11	REF DEPOSIT#R8379	0.00	500.00
1011	421385	09/27/23	10009230	VERIZON BUSINESS	170670	4123237 X26 AUG-23	0.00	425.38
1011	421386	09/27/23	10002032	VERIZON WIRELESS	650303	94237317700001 SEP-23	0.00	40.01
1011	421387	09/27/23	10001705	VILLA ROOT BARRIER INC.	560641	LODGE POLES TREATED 2"	52.70	682.70
1011	421387	09/27/23	10001705	VILLA ROOT BARRIER INC.	560641	SHIPPING	0.00	50.00
TOTAL CHECK							52.70	732.70
1011	421388	09/27/23	00008608	VISION SERVICE PLAN-(CA)	73	SEPT-23 INVOICE	0.00	106.63
1011	421388	09/27/23	00008608	VISION SERVICE PLAN-(CA)	73	SEPT-23 INVOICE	0.00	3,585.40
1011	421388	09/27/23	00008608	VISION SERVICE PLAN-(CA)	73	AUG-23 INVOICE	0.00	3,421.76
1011	421388	09/27/23	00008608	VISION SERVICE PLAN-(CA)	73	JULY-23 INVOICE	0.00	3,356.87
1011	421388	09/27/23	00008608	VISION SERVICE PLAN-(CA)	73	JULY-23 INVOICE	0.00	106.63
1011	421388	09/27/23	00008608	VISION SERVICE PLAN-(CA)	73	AUG-23 INVOICE	0.00	106.63
TOTAL CHECK							0.00	10,683.92
1011	421389	09/27/23	10008881	VOHNE LICHE KENNELS, INC	650405	MAINT TRG/AUG-23	0.00	400.00
1011	421390	09/27/23	00000138	VULCAN MATERIALS, INC.	560211	ASPHALT	0.00	375.91
1011	421390	09/27/23	00000138	VULCAN MATERIALS, INC.	560211	ASPHALT	0.00	536.37
TOTAL CHECK							0.00	912.28
1011	421391	09/27/23	00000142	WAXIE SANITARY SUPPLY, I	11	TISSUE TOILET ROLL (80	197.94	2,751.94
1011	421391	09/27/23	00000142	WAXIE SANITARY SUPPLY, I	11	COVER TOILET SEAT 1/2	124.97	1,737.47
1011	421391	09/27/23	00000142	WAXIE SANITARY SUPPLY, I	11	RV TOILET TISSUE 80 PE	93.44	1,299.14
1011	421391	09/27/23	00000142	WAXIE SANITARY SUPPLY, I	11	TOWEL CENTER PULL 6 RO	125.58	1,745.98
1011	421391	09/27/23	00000142	WAXIE SANITARY SUPPLY, I	11	SOAP LIQ REFILL ANTIBA	35.47	493.21
TOTAL CHECK							577.40	8,027.74
1011	421392	09/27/23	00000140	WEST COAST SAND & GRAVEL	352363	AGGREGATE BASE	0.00	596.07
1011	421393	09/27/23	10012502	WILD WATER OPERATING LLC	171710	CAR WASHES	0.00	866.40
1011	421394	09/27/23	00003717	JUDY WILLIAMS	650208	REIMB CPCA 9/6-8/23	0.00	512.07
1011	421395	09/27/23	10007428	WINDSTREAM HOLDINGS INC.	170670	204261582 SEP-23	0.00	186.88
1011	421397	09/27/23	10009222	XEROX CORPORATION	275305	COPIER LEASE/AUG-23	0.00	5.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	275305	COPIER LEASE/SEPT-23	0.00	5.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	421397	09/27/23	10009222	XEROX CORPORATION	731120	COPIER LEASE/SEPT-23	0.00	53.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	731150	COPIER LEASE/SEPT-23	0.00	53.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	631140	COPIER LEASE/SEPT-23	0.00	53.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	631140	COPIER LEASE/AUG-23	0.00	53.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	731120	COPIER LEASE/AUG-23	0.00	53.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	731150	COPIER LEASE/AUG-23	0.00	53.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	998100	COPIER LEASE/SEPT-23	0.00	54.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	998100	COPIER LEASE/AUG-23	0.00	54.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	732071	COPIER LEASE/SEPT-23	0.00	56.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	732071	COPIER LEASE/AUG-23	0.00	56.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	997100	COPIER LEASE/AUG-23	0.00	134.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	997100	COPIER LEASE/SEPT-23	0.00	134.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	352267	COPIER LEASE/SEPT-23	0.00	136.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	352267	COPIER LEASE/AUG-23	0.00	136.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	115110	COPIER LEASE/AUG-23	0.00	200.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	115110	COPIER LEASE/SEPT-23	0.00	200.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	121110	COPIER LEASE/SEPT-23	0.00	210.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	121110	COPIER LEASE/AUG-23	0.00	210.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	275105	COPIER LEASE/AUG-23	0.00	220.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	275105	COPIER LEASE/SEPT-23	0.00	220.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	126120	COPIER LEASE/SEPT-23	0.00	240.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	126120	COPIER LEASE/AUG-23	0.00	240.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	160105	COPIER LEASE/AUG-23	0.00	337.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	160105	COPIER LEASE/SEPT-23	0.00	337.00
1011	421397	09/27/23	10009222	XEROX CORPORATION	121135	COPIER LEASE/SEPT-23	0.00	851.52
1011	421397	09/27/23	10009222	XEROX CORPORATION	121135	COPIER LEASE/AUG-23	0.00	851.52
1011	421397	09/27/23	10009222	XEROX CORPORATION	650302	COPIER LEASE/AUG-23	0.00	890.52
1011	421397	09/27/23	10009222	XEROX CORPORATION	650302	COPIER LEASE/SEPT-23	0.00	890.52
TOTAL CHECK							0.00	6,986.08
1011	421398	09/27/23	10009222	XEROX CORPORATION	275305	SEN. CTR. COPIER SEPT	0.00	182.10
1011	421399	09/27/23	10013140	YARY PHOTOGRAPHY	650402	PHOTO DAYS SERVICE	0.00	3,755.00
1011	421400	09/27/23	10006857	YARDLEY ORGILL CO., INC.	352363	STOCK	0.00	778.65
1011	421400	09/27/23	10006857	YARDLEY ORGILL CO., INC.	352363	STOCK	0.00	1,966.96
1011	421400	09/27/23	10006857	YARDLEY ORGILL CO., INC.	352363	HYDRANT REPAIR	0.00	5,239.81
TOTAL CHECK							0.00	7,985.42
1011	421401	09/27/23	10010943	YORBA LINDA FEED STORE,	275210		0.00	2,354.34
TOTAL CASH ACCOUNT							5,528.22	2,499,342.10
TOTAL FUND							5,528.22	2,499,342.10
TOTAL REPORT							5,528.22	2,499,342.10

Voided Check
Numbers

421192
421365
421396

Date
Printed

9/27/2023

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK,
CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE
SUM OF \$950,791.36 COVERING REGULAR PAYROLL ENDING
SEPTEMBER 15, 2023

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK
DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the
Director of Finance or his designated representative hereby certifies to the accuracy of the
following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: The claims and demands in the sum of \$950,791.36 set forth on
this 9-page register attached to this resolution and made a part hereof have been
audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2023 by the following called
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____
Page 2

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2023.

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 09/21/2023
TIME: 20:28:38

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 1
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('MF5','MF6')
ALL CHECKS

PAYRUN: MF5
DATE: 09/13/2023

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	-----EMPLOYEE-----	ID NUMBER
367129	.00	624.91		BEA, STEPHANIE	380
PAYRUN TOTAL CHECK: 1	.00	624.91			

SUNGARD PUBLIC SECTOR
DATE: 09/21/2023
TIME: 20:28:38

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 2
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('MF5','MF6')
ALL CHECKS

PAYRUN: MF6
DATE: 09/22/2023

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	-----EMPLOYEE-----	ID NUMBER
V367130	878.52	.00		CABRERA, AMBER	248
V367131	4,062.46	.00		COPPING, SARA	951
V367132	2,450.27	.00		DIEZ, KARINA	169
V367133	2,052.73	.00		ENGBRECHT, BRIDGET	261
V367134	2,611.60	.00		FEWER, JESSICA	580
V367135	6,910.32	.00		FRANCE, AARON	1650
V367136	2,688.61	.00		MEDINA, YARETZA	8
V367137	769.70	.00		AHN, JOYCE	263
V367138	647.49	.00		BROWN, ARTHUR	655
V367139	723.49	.00		CASTANEDA, JOSE	277
V367140	741.75	.00		SONNE, SUSAN	5161
V367141	504.81	.00		TRAUT, CONNOR	5399
V367142	1,005.04	.00		AVITIA, LISA	114
V367143	2,613.55	.00		BADILLO, ANNA PATRICIA	168
V367144	1,759.22	.00		GUERRA, SARAH	1470
V367145	5,116.94	.00		JIMENEZ, ADRIA	2297
V367146	845.27	.00		KIRK, RALPH	384
V367147	1,806.67	.00		LOPEZ, ANGELICA	2928
V367148	4,416.87	.00		FENTON, EDWARD	1564
V367149	810.96	.00		GONZALEZ, JACQUELINE	157
V367150	2,928.48	.00		GUTIERREZ, EVELYN	238
V367151	1,750.69	.00		KERN, DONNA	2574
V367152	2,015.16	.00		PREVO, DOREKA	390
V367153	3,263.45	.00		VALDEZ, REBECCA	5490
V367154	1,651.38	.00		BUENROSTRO, PATRICIA	227
V367155	4,560.65	.00		GARCIA, ADRIAN	1700
V367156	1,094.77	.00		GLAVIN, BARBARA	1768
V367157	1,899.76	.00		HERNANDEZ, GLORIA	2092
V367158	6,320.80	.00		HYUN, SUNG	2248
V367159	2,009.03	.00		KIM, MIN	2584
V367160	1,976.40	.00		LOVEJOY, REBEKAH	76
V367161	2,349.98	.00		MENDOZA, MARIA	3293
V367162	702.98	.00		OZAKI, GRACE	3881
V367163	1,806.39	.00		PAK, TIMOTHY	3955
V367164	2,573.86	.00		PEREZ, JESSICA	4111
V367165	2,410.06	.00		TOMASSETTI, JEEVANI	5623
V367166	1,970.02	.00		TRAN, KRISTLE	242
V367167	4,032.81	.00		AVERELL, MARK	272
V367168	2,316.82	.00		COLES-GUZMAN, MARY	950
V367169	1,941.66	.00		KENNEDY, SEAN	111
V367170	1,691.43	.00		BELTRAN, CINDY	467
V367171	755.85	.00		CARDENAS, MARGARET	336
V367172	2,916.37	.00		CULL, ROBERT	1012
V367173	2,608.12	.00		LESTER, ALEXANDER	2868
V367174	1,733.50	.00		MACIAS, JUDITH	2996
V367175	2,186.10	.00		MAYORQUIN, RAYMUNDO	221
V367176	2,566.48	.00		TART, ANDRE	5235
V367177	3,947.82	.00		CAMACHO, MARIO	731
V367178	1,124.57	.00		CASTANEDA, GUADALUPE	280
V367179	2,224.19	.00		CATALDO, JOHN	766

SELECTION CRITERIA: checkhis.pay_run in ('MF5','MF6')
ALL CHECKS

V367180	770.46	.00	COHEN-DORON, JILL	841
V367181	1,990.28	.00	DAVIS-VALENTINE, SUZANNE	1085
V367182	2,358.72	.00	DE LA PAZ, TIANNA	297
V367183	5,994.41	.00	FOULKES, MATTHEW	9
V367184	3,446.87	.00	LUNA, HARALD	264
V367185	2,470.82	.00	MCALLEESE, IAN	159
V367186	3,944.18	.00	MESHAM, SWATI	3321
V367187	3,051.14	.00	NAVARRO, SANDRA	93
V367188	193.20	.00	SANCHEZ, VIVIANA	4616
V367189	2,536.20	.00	SANTOS, RUTH	4640
V367190	1,636.85	.00	TAE, RAY	5196
V367191	2,123.35	.00	ZAPIEN, ERNESTINE	5777
V367192	47.39	.00	CHOI, YONG	388
V367193	47.39	.00	DAVIS, MONIQUE	386
V367194	47.39	.00	DIEP, DEBORAH	1208
V367195	47.39	.00	JUDEH, MIRVAT	389
V367196	47.39	.00	PATINO ESCALONA, HECTOR	387
V367197	2,389.43	.00	ARDAIZ, LANA	190
V367198	902.16	.00	CORONA, JOSE	952
V367199	3,174.49	.00	DHAUW, MELISSA	1170
V367200	2,798.21	.00	SUAREZ, SARABETH	5169
V367201	2,803.92	.00	YOON, JIWON	91
V367202	2,254.15	.00	COTA, LORRAINE	954
V367203	5,427.25	.00	GEYER, BRADLEY	1692
V367204	4,699.50	.00	HONG, ALEX	2130
V367205	2,279.85	.00	MARTINEZ, JESSICA	2936
V367206	5,632.41	.00	NGUYEN, NGHIA	3755
V367207	6,505.43	.00	NUNES, FRANK	3813
V367208	1,939.16	.00	CHARNES, LANCE	783
V367209	7,084.42	.00	DIERINGER, RYAN	1145
V367210	3,523.13	.00	JIMENEZ, ROBERT	352
V367211	2,602.39	.00	KIM, HYUN	328
V367212	4,058.10	.00	LAM, DAVID	2790
V367213	439.33	.00	LOVCHIK, MICHAEL	6
V367214	3,410.12	.00	MIKIEWICZ, SIMON	3360
V367215	1,763.99	.00	NOVOTNY, MARY	3705
V367216	2,105.95	.00	SEMAAN, NADIA	4740
V367217	4,811.11	.00	TOMSICK, MARTIN	5360
V367218	5,777.84	.00	WEAVER, CHAD	5577
V367219	2,408.76	.00	ALCALA, BRITTANY	58
V367220	3,698.25	.00	BARAJAS, MAYRA	357
V367221	1,172.26	.00	BARR, LISA	366
V367222	2,032.12	.00	BINYON, ERIC	506
V367223	4,491.93	.00	BRANDSTETTER, JAMES	629
V367224	3,057.59	.00	BUTH, CATHERINE	561
V367225	3,344.76	.00	CARPENTER, SCARLET	1663
V367226	524.60	.00	CONN, SANDRA	961
V367227	566.31	.00	DIERINGER, REGINA	1515
V367228	3,504.68	.00	ESCOBEDO, STACEY	1530
V367229	3,349.00	.00	ESQUETINI, MARIA	1536
V367230	2,289.24	.00	HERNANDEZ, ISABELLA	112
V367231	2,807.54	.00	MAERKER, ELIZABETH	3017
V367232	4,488.66	.00	MCGRATH, CODY	3220
V367233	807.50	.00	MEONO, ROBIN	351
V367234	1,846.85	.00	MORALES MALDONADO, IVETT	3490
V367235	2,348.67	.00	PALMA CARDENAS, DIANA	3970

SUNGARD PUBLIC SECTOR
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CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

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PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('MF5','MF6')
ALL CHECKS

V367236	684.14	.00	RAMIREZ, ARIANNA	86
V367237	963.55	.00	RODRIGUEZ VILLA, YARELI	205
V367238	2,238.92	.00	SAUCEDA, CATHLEEN	4645
V367239	3,101.71	.00	SHERIFF, SAMANTHA	2096
V367240	3,477.91	.00	TANIGUCHI, MELISSA	5230
V367241	492.39	.00	VELLANOWETH, KRISTINE	217
V367242	2,171.46	.00	FIORE, KATE	1560
V367243	2,797.14	.00	FOX, CHARITY	1641
V367244	754.33	.00	KUHN, MICHELLE	2730
V367245	697.62	.00	KUHN, TARI	2747
V367246	2,430.56	.00	LARA, KARON	103
V367247	2,419.74	.00	MEDINA, IVONNE	222
V367248	3,178.05	.00	MENDIVEL, CHRISTINA	3299
V367249	2,207.26	.00	NGO, CATHERINE	3752
V367250	1,975.48	.00	PENDLETON, SUN	4080
V367251	1,610.35	.00	TENG, LING-FEI	2871
V367252	2,028.37	.00	UMLAH, AMBER	5435
V367253	5,721.35	.00	BATES, PATRICK	378
V367254	3,732.69	.00	BELTRAN, CHRISTINA	13
V367255	6,221.73	.00	BERNAL, DAVID	480
V367256	4,174.32	.00	BOUDREAU, CORY	583
V367257	3,871.75	.00	BOURNE, CLIFFORD	5612
V367258	5,059.98	.00	BOYD, ROBERT	584
V367259	4,580.45	.00	BOYER, CAMERON	585
V367260	5,079.12	.00	BOYINGTON, DEVIN	594
V367261	4,139.41	.00	BURNETT, DEBORAH	110
V367262	3,997.63	.00	CAMPOS, LOLANI	728
V367263	4,312.07	.00	CARNEY, THOMAS	751
V367264	2,226.66	.00	CERDA, SERGIO	240
V367265	3,059.43	.00	CHAVEZ, ALEJANDRO	182
V367266	4,836.37	.00	CHAVEZ, ANTONY	246
V367267	3,948.38	.00	CHOI, JONATHON	827
V367268	2,977.11	.00	CHRISTIANSEN, ANDREW	97
V367269	2,193.94	.00	CURATOLA, ANTHONY	350
V367270	5,490.95	.00	DAVENPORT, JOSEPH	1094
V367271	3,476.39	.00	DAVIS, JONATHAN	1083
V367272	3,197.64	.00	EK, CHRISTOPHER	1477
V367273	4,872.38	.00	ESCAMILLA, MARIO	1529
V367274	3,768.08	.00	ESCOBEDO, DOMINICK	1521
V367275	4,558.27	.00	FRANKLIN, KEVIN	1649
V367276	6,268.67	.00	GALOS, MICHAEL	1680
V367277	4,208.41	.00	GANO, KEVIN	1742
V367278	3,049.20	.00	GONZALEZ, LUIS	164
V367279	3,821.58	.00	GONZALEZ, OSCAR	1785
V367280	4,614.99	.00	HERST, RYAN	2102
V367281	1,923.15	.00	HOGAN, CHRISTIAN MICHAEL	138
V367282	6,255.46	.00	LEE, CONNOR	2861
V367283	2,839.43	.00	LIRA, JOSEPH	133
V367284	3,417.59	.00	LOPEZ, GUILLERMO	2958
V367285	4,771.37	.00	LOPEZ, WILLYVALDO	2941
V367286	5,296.32	.00	LOVETERE, JOSEPH	2962
V367287	3,963.82	.00	MARTINEZ, JESUS	117
V367288	3,630.55	.00	MEDRANO, JULIAN	3223
V367289	4,073.58	.00	MOELLER, SARAH	3590
V367290	3,263.30	.00	MOON, DAVID	3479
V367291	4,667.39	.00	MUNOZ, OSCAR	3605

SUNGARD PUBLIC SECTOR
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CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 5
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('MF5','MF6')
ALL CHECKS

V367292	4,065.79	.00	MURILLO CASTRO, JULIAN	268
V367293	2,816.55	.00	NGUYEN, ANTHONY	258
V367294	8,023.66	.00	NYHUS, CHRISTOPHER	3808
V367295	5,832.36	.00	O'DETTE, DIRK	3823
V367296	3,625.33	.00	OH, WILLIAM	326
V367297	5,452.21	.00	ORTEGA, MICHAEL	104
V367298	3,304.97	.00	PADILLA, VALERIE	108
V367299	6,109.68	.00	PINO, RICHARD	4171
V367300	4,058.15	.00	PROCEL, ANDY	4243
V367301	4,242.92	.00	RAMIREZ, ANGEL	4314
V367302	3,127.86	.00	RANGEL, PRISCILLA	4337
V367303	5,796.04	.00	REYES, HUGO	98
V367304	3,106.89	.00	RODRIGUEZ, CHRISTIAN	4476
V367305	3,494.96	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V367306	3,599.33	.00	TEWELL, MELISSA	5282
V367307	13,610.13	.00	TRAN, JENNIFER	5423
V367308	4,323.11	.00	TRAN, TUYET	5424
V367309	3,283.11	.00	TURNER, JERAMIAH	291
V367310	4,206.05	.00	VU, JEFFREY	5519
V367311	5,148.81	.00	WILLIAMS, JUDITH	5660
V367312	4,483.11	.00	YO, DANIEL	5752
V367313	6,166.88	.00	COLON, BOBBY	900
V367314	4,022.20	.00	JOHNSON, BRYAN	2300
V367315	1,948.49	.00	MAERTZ, DANA	3018
V367316	1,921.09	.00	RANGEL, JENNY	283
V367317	7,271.63	.00	RICE, JAMES	4408
V367318	5,893.19	.00	SALAZAR, RYAN	4626
V367319	6,639.73	.00	SHADDOW, JON-MICHAEL	4837
V367320	1,968.20	.00	SILVA, OSCAR	4886
V367321	2,157.40	.00	VAZQUEZ-CAMACHO, MARLENE	101
V367322	155.28	.00	CASEY, DROUETT	771
V367323	815.85	.00	PATTON, DANA	4060
V367324	8,402.99	.00	BAILEY, JOHN	355
V367325	2,337.02	.00	BOUDREAU, LAURA	2192
V367326	2,164.53	.00	CHAN, KARA	795
V367327	4,171.48	.00	GENTNER, GEORGE	1765
V367328	5,073.02	.00	JIMENEZ, GUSTAVO	2285
V367329	3,484.03	.00	KALAGIAN, BRYANT	2436
V367330	5,808.27	.00	LEPE, SERGIO	2901
V367331	2,446.25	.00	LOMELI, LISBETH	4516
V367332	3,105.68	.00	LOPEZ, VANESSA	2929
V367333	4,637.04	.00	LOWE, AUSTIN	2956
V367334	3,907.62	.00	MORALES, FRANK	3489
V367335	1,786.42	.00	O'DETTE, NANCY	1920
V367336	4,017.98	.00	PANTOJA, DAVID	3986
V367337	7,932.56	.00	PLUMLEE, ROGER	4180
V367338	4,261.42	.00	RUBALCAVA, EFRAIN	4590
V367339	4,133.46	.00	SOLIS, DANIEL	5000
V367340	2,256.75	.00	SULLIVAN, STACEY	5160
V367341	3,086.76	.00	TREADWAY, SARA	4210
V367342	4,488.85	.00	VU, KRISTINE	63
V367343	2,555.22	.00	CAPISTRANO, FRANCES	74
V367344	1,808.77	.00	IBARRA, KRISTI	88
V367345	5,411.26	.00	MIKHAEL, MINA	3359
V367346	1,805.32	.00	ALMANZA, MINERVA	79
V367347	3,310.43	.00	ALQAM, NADER	71

SUNGARD PUBLIC SECTOR
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CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 6
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('MF5','MF6')
ALL CHECKS

V367348	3,549.89	.00	ARABOLU, DEEPTHI	178
V367349	2,568.97	.00	ESPARZA-ALMARAZ, AARON	383
V367350	3,436.02	.00	KIM, KENNETH	2587
V367351	2,934.57	.00	LANNAN, GREGORY	2791
V367352	4,114.20	.00	ORTIZ, CESAR	92
V367353	2,745.73	.00	PENA, MANUEL	2933
V367354	2,797.96	.00	TRAN, JASON	96
V367355	3,144.99	.00	WRAY, NORMAN	5725
V367356	2,021.91	.00	ZARAGOZA, EDUARDO	5788
V367357	2,819.12	.00	AUBUCHON, LAURIE	250
V367358	2,073.61	.00	GENERA, ELIZABETH	1685
V367359	4,143.49	.00	HUNT, JOSEPH	2249
V367360	1,758.15	.00	LUX, ANDREA	2972
V367361	2,219.35	.00	BACA, ANDREW	315
V367362	1,211.91	.00	BANUELOS, CHRISTOPHER	345
V367363	2,669.96	.00	BRITO, MICHAEL	642
V367364	4,269.47	.00	ESCATEL-OROSCO, PEDRO	1537
V367365	2,403.07	.00	GONZALEZ, ALEJANDRO	1783
V367366	1,917.16	.00	GUZMAN, KEVIN	132
V367367	3,867.05	.00	LIBUNAO, NINO	2912
V367368	1,301.23	.00	MARASCO, MATTHEW	289
V367369	1,260.14	.00	MARTIN, MICHAEL	381
V367370	1,392.06	.00	MUNOZ, GENE	3600
V367371	1,211.91	.00	MUNOZ, ISAAC	382
V367372	1,050.66	.00	MUNOZ, JOHNNY	144
V367373	1,535.07	.00	ORTIZ, DANIEL	3862
V367374	1,142.79	.00	ORTIZ, RAYMOND	309
V367375	1,211.91	.00	RIOS, DANNY	282
V367376	2,280.67	.00	RIVERA, JOE	4450
V367377	1,211.91	.00	RODRIGUEZ, NATHANIAL	288
V367378	1,749.98	.00	RODRIGUEZ, OSCAR	131
V367379	932.94	.00	ROMERO, NATHANAEL	174
V367380	3,636.12	.00	SERNA, JUAN	4728
V367381	2,624.51	.00	TORREZ, JAVIER	69
V367382	1,999.59	.00	VAZQUEZ, JOE	5473
V367383	2,138.73	.00	CARRILLO, EDWARD	765
V367384	2,313.03	.00	ELLS, ZACHARY	1500
V367385	1,955.17	.00	ENNIS, JOSEPH	262
V367386	2,693.40	.00	FINCH, BARRETT	1574
V367387	3,075.85	.00	HAGAN, KEVIN	1947
V367388	3,165.97	.00	KVENBO, SCOTT	2750
V367389	2,261.26	.00	MARTINEZ, MARCO	215
V367390	4,085.44	.00	MCGEE, MICHAEL	9306
V367391	2,157.98	.00	MENDOZA, JOHN	3292
V367392	2,553.73	.00	MILLER, DAVID	3390
V367393	3,358.11	.00	MOJARRO, ANDREW	3082
V367394	3,217.97	.00	MOORE, FRANK	3486
V367395	1,805.22	.00	ROMERO, FIDEL	4530
V367396	2,116.16	.00	SANCHEZ, JUAN	4617
V367397	2,103.16	.00	SPEAR, ANTHONY	5011
V367398	2,474.26	.00	STEPHENSON, MARK	5122
V367399	2,206.26	.00	TAVARES, JAMEY	5231
V367400	2,480.31	.00	VENEGAS MENDEZ, JAVIER	5491
V367401	1,073.64	.00	ALVAREZ, CARLOS	136
V367402	2,232.67	.00	DAHL, TERRY	1084
V367403	2,427.27	.00	GARCIA ORTEGA, JOSE	1636

SELECTION CRITERIA: checkhis.pay_run in ('MF5','MF6')
ALL CHECKS

V367404	1,881.12	.00	GRIMES, DAVID	1881
V367405	2,168.06	.00	KOSS, MICHAEL	2718
V367406	3,231.14	.00	MARTINEZ, GABRIEL	3139
V367407	2,514.28	.00	MELLADO, KIM	3289
V367408	2,543.94	.00	MERROW, MATTHEW	3316
V367409	1,552.59	.00	MYLLES, JOSHUA	279
V367410	1,995.36	.00	OTTEN, DAVID	3869
V367411	2,023.97	.00	PEREZ, ADRIAN	257
V367412	3,282.05	.00	PORTER, JEFFREY	4174
V367413	2,533.90	.00	RODRIGUEZ, EDWARD	4479
V367414	2,050.84	.00	SOLOMAN, CARLOS	4891
V367415	1,726.24	.00	TORRES, SALVADOR	234
V367416	2,072.22	.00	WELLS, ANTHONY	5610
V367417	1,189.28	.00	AVERELL, ANDREW	349
V367418	2,437.62	.00	CAMPIZTA, ADAM	225
V367419	2,927.86	.00	MACIAS, RAYMOND	2998
V367420	2,201.75	.00	MILLER-SPARKS, WILLIAM	216
V367421	2,433.43	.00	WEAR, JOHN	5606
V367422	6,126.20	.00	BOX, JAMES	576
V367423	1,944.48	.00	CHAVEZ, ARIANA	788
V367424	1,717.66	.00	CONTRERAS, SAUL	95
V367425	3,335.83	.00	KURATA, DALE	2749
V367426	2,205.20	.00	REYNOLDS, BRANDON	4384
V367427	837.93	.00	SANCHEZ, CHRISTOPHER	236
V367428	2,281.58	.00	SANCHEZ-REYES, KEVIN	83
V367429	3,106.92	.00	SAUCEDA, MARK	4642
V367430	302.77	.00	ALTAWARAH, RAMA	153
V367431	1,006.46	.00	ALVARADO, ADRIAN	89
V367432	215.67	.00	BAHENA, PEDRO	148
V367433	344.24	.00	BARENG, KATHERINE	33
V367434	447.93	.00	BELCHER-HALL, JACOB	333
V367435	631.59	.00	CARNES, ALISSA	34
V367436	248.85	.00	CARVENTE, GIANJAVIER	334
V367437	738.07	.00	CISNEROS, MICHELLE	812
V367438	574.97	.00	CLARK-PRUDHOMME, MATTHEW	307
V367439	398.16	.00	DIEGO, NICOLE	331
V367440	519.54	.00	DOWDLE, JACKSON	1386
V367441	891.17	.00	ESCALANTE, ALEXANDER	323
V367442	373.27	.00	FERNANDEZ, GISSEL	330
V367443	398.16	.00	GARCIA, MICHELE	171
V367444	248.85	.00	GONZALEZ, ISAAC	294
V367445	666.08	.00	GONZALEZ, LUIS	1780
V367446	356.68	.00	GRANADOS, REGINA	145
V367447	481.11	.00	GRANDE, DANIELLE	124
V367448	676.05	.00	GUERRA, ATHZIRI	141
V367449	248.85	.00	GUILLEN, JAYDEN	339
V367450	615.49	.00	GUTIERREZ, MICHELLE	1925
V367451	585.50	.00	HERNANDEZ, KATE	2091
V367452	928.44	.00	HOLLOWAY, ELIZABETH	2185
V367453	671.07	.00	JUBRAN, NOAH	127
V367454	398.16	.00	LEWIS, ALEC	266
V367455	539.12	.00	MAGANA, ADAM	173
V367456	1,994.49	.00	MARTINEZ, SERENA	3147
V367457	822.54	.00	MEZA, ADRIAN	122
V367458	873.00	.00	MOLAR, BARBARA	3449
V367459	807.41	.00	MORENO, ANDREW	161

SELECTION CRITERIA: checkhis.pay_run in ('MF5','MF6')
ALL CHECKS

V367460	514.29	.00	NGHIEM, NATALIE	249
V367461	182.49	.00	NGUYEN, KEVIN	299
V367462	637.88	.00	NUNEZ, HAZEL	3806
V367463	149.31	.00	OLVERA, DAVID	3841
V367464	700.53	.00	ONTIVEROS, IZABELLA	3864
V367465	298.62	.00	RAY, SABRINA	286
V367466	869.03	.00	RIVERA GOMEZ, YAMILEX	4432
V367467	182.49	.00	RODRIGUEZ, MIKAYLA	295
V367468	132.72	.00	RONQUILLO, JAZZIE	172
V367469	604.78	.00	ROQUE, KATRINA	38
V367470	766.87	.00	RUSSELL, JEFFREY	150
V367471	802.28	.00	SALDANA, JONATHAN	4625
V367472	265.44	.00	SOLIMAN, MARSEL	322
V367473	182.49	.00	SOLTERO, JESSE	177
V367474	348.39	.00	SORIA, NOAH	5004
V367475	820.67	.00	STRICKLER, LINDA	5135
V367476	116.13	.00	TAPIA, ANGELICA	306
V367477	456.22	.00	THOMSEN, MATTHEW	194
V367478	182.49	.00	TOVAR, SOFIA	301
V367479	2,522.31	.00	VAN SICKLE, MICHELLE	2076
V367480	199.07	.00	VANDERPOOL, HAYLEY	183
V367481	315.21	.00	VAZQUEZ, OSCAR	152
V367482	439.64	.00	VELOZ, SABRINA	146
V367483	323.50	.00	WONGSUPHAKPHAN, BRIANNA	337
V367484	140.35	.00	AHANYA, PRISHA	208
V367485	364.92	.00	CATAN, KYLIE ROSE	185
V367486	821.30	.00	GARCIA, JUSTIN	253
V367487	303.10	.00	GODFREY, RILEY	4
V367488	392.98	.00	MARTINEZ, EMMILY	314
V367489	392.98	.00	MAYA, GALILEA	324
V367490	131.00	.00	RO, HANNAH	344
V367491	649.62	.00	RODRIGUEZ, PERLA	4488
V367492	62.71	.00	SINGH, YASHPREET	48
V367493	355.56	.00	SMITH, JOHN	210
V367494	261.99	.00	TRAN, KYLE	304
V367495	261.99	.00	VASQUEZ, MAYA	31
V367496	395.68	.00	ZAPATA, ALEXANDRIA	303
V367497	768.12	.00	AGUILAR, KALVIN	23
V367498	389.87	.00	ARORA, RONICA	332
V367499	522.59	.00	BARTOLO, BRYAN	338
V367500	774.70	.00	BUSTAMANTE VALLADARES, DIANA	285
V367501	574.68	.00	CABUSAO, NINA MARINELLA	729
V367502	514.29	.00	CARDENAS, DIEGO	275
V367503	224.21	.00	CASTILLO, DARLENE	119
V367504	945.51	.00	CERVANTES, BRIANA	757
V367505	481.11	.00	CLARK-PRUDHOMME, MACKENZIE	206
V367506	2,198.81	.00	DAVIS, TANIKA	1082
V367507	712.39	.00	DETERDING, CARSON	1132
V367508	1,955.72	.00	GILLIAM, VERONICA	218
V367509	637.88	.00	GUERRA, ROCCO	44
V367510	814.89	.00	HONG, YI	2189
V367511	3,353.92	.00	HURTADO, MARIA	353
V367512	1,376.82	.00	MARQUEZ PINEDO, ANALISA	3118
V367513	244.71	.00	MORISON, MATTHEW	243
V367514	2,011.28	.00	NIELSEN, ROSEMARY	3760
V367515	1,764.86	.00	NORIEGA, MICHELLE	3782

SUNGARD PUBLIC SECTOR
DATE: 09/21/2023
TIME: 20:28:38

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 9
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('MF5','MF6')
ALL CHECKS

V367516	798.82	.00	O'NEILL, LARISSA	3829
V367517	290.33	.00	ONTIVEROS, STEVEN	342
V367518	627.14	.00	ORTIZ, YAHAIRA	241
V367519	215.67	.00	PULIDO, MARLENE	39
V367520	184.66	.00	RUIZ, ANA	4591
V367521	724.45	.00	RUVALCABA, ALEXANDRA	305
V367522	645.84	.00	SAMPAT, SHREEYA	4627
V367523	526.53	.00	SERRATOS, DARIAN	160
V367524	273.73	.00	SOSA, ELIANNA	341
V367525	1,102.08	.00	SOTO, JOSE	229
V367526	317.25	.00	SOTO DONACIANO, ANGEL	287
V367527	582.58	.00	TAILOR, DIYA	175
V367528	629.98	.00	VALDEZ, NATALIA	46
V367529	215.67	.00	VEGA-MATA, PEDRO	278
V367530	315.21	.00	ZAZUETA, RYAN	267
PAYRUN TOTAL				
CHECK: 401	950,166.45	.00		
TOTAL				
CHECKS: 402	950,166.45	624.91		

**SILVERADO DAYS
OCTOBER 20 - 22, 2023**

WHEREAS, *Silverado Days will be celebrated in the City of Buena Park during the days of October 20 through October 22, 2023; and,*

WHEREAS, *Silverado Days is a community-wide cooperative effort made possible by the joint efforts of local service clubs and organizations under the general sponsorship of the Buena Park Noon Lions Club; and,*

WHEREAS, *Silverado Days is providing a three-day program with exciting activities planned for the enjoyment of each and every member of the family attending the gala festival at William Peak Park; and,*

WHEREAS, *all monies raised by the Silverado Days Committee of the Buena Park Noon Lions Club will be returned to local charities.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK *does hereby proclaim October 20 through October 22, 2023 as “Silverado Days” in the City of Buena Park and urges all Buena Park citizens to join in this three-day celebration and to attend the many events that have been planned for the enjoyment of the community.*

PASSED AND ADOPTED *this 10th day of October 2023.*

Arthur C. Brown
Mayor

Susan Sonne
Mayor Pro Tem

Joyce Ahn
Council Member

José Trinidad Castañeda.
Council Member

Connor Traut
Council Member



City of Buena Park

City Council Regular Meeting Agenda Report

PROCLAMATION RECOGNIZING OCTOBER 8 - 14, 2023 AS FIRE PREVENTION WEEK

Meeting	Agenda Group
Tuesday, October 10, 2023, 5:00 PM	CONSENT CALENDAR Item: D
Presented By	Prepared By
	Angelica Lopez, Administrative Assistant
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

Approve proclamation

Attachments

Fire Prevention Week 2023 revised.pdf

**FIRE PREVENTION WEEK
OCTOBER 8 - 14, 2023**

- WHEREAS,** *fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and,*
- WHEREAS,** *cooking is the leading cause of house fires and injuries in the nation causing nearly half of all home structure fires; and,*
- WHEREAS,** *more than 3,000 Americans pass away in fires each year. Working smoke alarms in the home can reduce the risk of dying in a fire by more than half. An average of 358,500 homes experience a structural fire each year resulting in seven deaths per day; and,*
- WHEREAS,** *more than a third of home fire deaths occur in homes with no smoke alarms. The risk of dying in reported home structure fires is 55 percent lower in homes with working smoke alarms; and,*
- WHEREAS,** *Orange County residents are responsive to public education and outreach measures and can take personal steps to increase their safety from fire, especially in their homes; and,*
- WHEREAS,** *the 2023 Fire Prevention Week theme, “Cooking Safety Starts with YOU. Pay attention to fire prevention” effectively serves to remind us to educate everyone about simple but important actions they can take to keep themselves and those around them safe from cooking fires.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby proclaim October 8-14, 2023, as “Fire Prevention Week” and urge Orange County residents to practice safe cooking habits. Stay in the kitchen while cooking, remove items from around the stove that can catch fire, and support the many public safety activities and efforts of Orange County Fire Authority during Fire Prevention Week 2023.

PASSED AND ADOPTED this 10th day of October 2023.

**Arthur C. Brown
Mayor**

**Susan Sonne
Mayor Pro Tem**

**Joyce Ahn
Council Member**

**José Trinidad Castañeda
Council Member**

**Connor Traut
Council Member**



City of Buena Park City Council Regular Meeting Agenda Report

PROFESSIONAL SERVICES AGREEMENT WITH ECONOMICS, INC. FOR CONTINUED IMPLEMENTATION OF THE SB 1383 EDIBLE FOOD RECOVERY PROGRAM

Authorize the Public Works Department to continue to work with EcoNomics, Inc. to support Buena Park's Edible Food Recovery Program, in compliance with the mandates of Senate Bill 1383.

Meeting	Agenda Group	
Tuesday, October 10, 2023, 5:00 PM	CONSENT CALENDAR	Item: E
Presented By	Prepared By	
Laurie Aubuchon	Mina Mikhael, Director of Public Works/City Engineer	
Approved By		
Aaron France, City Manager		

RECOMMENDED ACTION

1) Approve a professional services agreement with EcoNomics, Inc. in the amount of \$94,905 for continued implementation of the City's edible food recovery program; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On July 26, 2022, the City Council approved an agreement with EcoNomics, Inc. in the amount of \$93,950 to design and implement the edible food recovery program, as required by SB 1383. The City obtained a \$116,064 grant from CalRecycle, which was used to fund the contract.

DISCUSSION

Senate Bill 1383 (SB 1383) mandates that the City continue to implement an Edible Food Recovery Program, which includes outreach and record keeping with food providers such as restaurants, cafeterias, and wholesalers, to reclaim edible food that would otherwise be disposed of in landfills.

SB 1383, also known as California's Short-Lived Climate Pollutant Reduction Strategy, seeks to recover 20% of currently disposed edible food for human consumption by 2025. Beginning January 1, 2024, the City must monitor edible food generators, including grocery markets, cafeterias, and restaurants that meet specified criteria, to ensure they establish relationships with edible food recovery organizations in order to divert edible food from landfills and thereby assist those with food insecurities in California. This is accomplished by getting that edible food into the hands of food banks and other food distribution services.

The City's role in this regard is to enforce and facilitate the collection of edible food by educating edible food producers on their legal responsibilities, and to obtain and report to the State the quantities of edible food that are diverted from the

waste stream and provided to food recovery organizations. There is no termination date for the City's responsibilities under SB 1383 and, as such, the need to retain a consultant is crucial to implementing this program.

EcoNomics, Inc., has designed and implemented an edible food recovery program for the City under their previous contract. This included developing an outreach and education program, implementing a record-keeping program, and facilitating relationships with edible food producers and edible food recovery organizations. EcoNomics, Inc. will continue to build on the previous agreement's efforts with education and outreach activities, data collection, enforcement protocol development, and procurement of recycled organics-content products.

The City will be applying for an SB 1383 Local Assistance Grant from CalRecycle later this year that can be used to offset funds allocated to this agreement. The grant application due date is November 15, 2023, and grant approvals will be issued in 2024, however a specific date has not been established.

PUBLIC HEARING NOTICE

None

BUDGET IMPACT

The cost of this contract is \$94,905. Funds in the amount of \$116,070 are included in the adopted FY 2023-2025 budget for this purpose (Account No. 11-9806-190137). The balance of the funds (\$21,165) may be used for printing and mailing expenses, assistance with enforcement, and/or directly assisting food recovery organizations in Buena Park with refrigeration equipment and delivery services.

The City also will be applying for an SB 1383 Local Assistance Grant from CalRecycle later this year that can be used to fund this agreement.

Attachments

Edible Food Recovery PSA combined.pdf

PROFESSIONAL SERVICES AGREEMENT

NO. 23-

DATE: October 10, 2023

PROJECT: Edible Food Reuse Program

PARTIES TO THE AGREEMENT:

“CITY” The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: Mina Mikhael
Title: Director of Public Works
Telephone: (714) 562-3672

Mailing Address: 6650 Beach Boulevard
P.O. Box 5009
Buena Park, CA 90622-5009

THE CONSULTANT EcoNomics, Inc.
Name of Business

Representative: Name: Trevor S. Blythe
Title: Vice President
Telephone: (858) 886-6657

Address:

Mailing Address: 832 Camino del Mar, Suite 1
Del Mar, CA 92014

TERM OF SERVICE:

Commencement Date: January 1, 2024

Completion Date: December 31, 2024

CONTRACT AMOUNT: \$94,905.00

APPROVED BY: () City Council () City Manager () Director of Public Works

THIS AGREEMENT MUST BE FIRST EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THE AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BUENA PARK.

This Professional Services Agreement ("Agreement") is dated **October 10, 2023**, and is between **EcoNomics, Inc.**, (the "CONSULTANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONSULTANT and the CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party".

RECITALS

- A. The CITY desires to enter into this Agreement with CONSULTANT as an independent contractor to perform the following services: To Develop an Edible Food Reuse Implementation Program (collectively, the "Project").
- B. The CONSULTANT is fully qualified to perform the tasks necessary for this Project by virtue of its experience and the training, education and expertise of its principals and employees.

The Parties therefore agree as follows:

1.0 EMPLOYMENT OF CONSULTANT. The CITY shall engage the CONSULTANT and the CONSULTANT shall perform the services required under this Agreement.

2.0 SCOPE OF SERVICES. The CONSULTANT shall perform during the term of this Agreement, those services set forth in the *CONSULTANT'S PROPOSAL* dated September 19, 2023, attached hereto as Exhibit "A" (collectively, the "Services"), all to CITY's reasonable satisfaction. The CONSULTANT shall commence performance of the Services upon receipt of a written notice from the Designated Official authorizing the CONSULTANT to proceed, and only to the extent of such authorization. The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3.0 TIME OF PERFORMANCE. The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice for such services from the Designated Official and shall perform the Services with reasonable diligence consistent with professional skill and care for like professionals under similar circumstances, and otherwise as required herein.

4.0 TERM. The term of this Agreement shall commence on **January 1, 2024**, and shall remain in full force and effect until **December 31, 2024**, unless sooner terminated as provided in Section 10 of this Agreement.

5.0 COMPENSATION. As full and complete compensation for CONSULTANT's services provided under this Agreement, CITY shall pay CONSULTANT the total "NOT-TO-EXCEED" amount of Ninety-Three Thousand, Nine Hundred and Fifty Dollars (**\$94,905.00**), as set forth in the *CONSULTANT'S PROPOSAL*. No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit B, or, if not specified, at a rate agreed to by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement.

6.0 PAYMENT. Each month, the CONSULTANT shall submit invoices to the CITY for the services performed and any authorized reimbursable expenses incurred. The invoices shall describe in detail the services rendered during each day of the period, and shall show the days

worked, personnel performing the services, number of hours worked, the hourly rates charged, milestone achievements, and, if applicable, reimbursable expenses incurred. The CONSULTANT shall remit the invoices to the address for the CITY specified on page one of this Agreement. The CITY shall review all invoices and notify the CONSULTANT in writing within ten (10) business days of any disputed amounts. The CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt, up to the maximum compensation amount set forth in Section 5.0 of this Agreement. The CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to the CONSULTANT.

7.0 STANDARD OF SKILL. The CONSULTANT warrants that it possesses the professional expertise necessary to perform the Services. The CITY relies upon the skill of the CONSULTANT, and the CONSULTANT's staff, if any, to do and perform the Services in a skillful, competent, and professional manner, and the CONSULTANT and CONSULTANT's staff, shall perform the Services in such manner. The CONSULTANT shall, at all times, meet or exceed any and all applicable professional standards of care. The acceptance of the CONSULTANT's work by the CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

8.0 INDEPENDENT CONTRACTOR. The CONSULTANT is retained by the CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. The CONSULTANT shall be free to dispose of all portions of the CONSULTANT's time and activities that the CONSULTANT is not obligated to devote to the CITY in such a manner, and to such persons, firms or corporations, as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for the CITY's officers or employees. The CONSULTANT shall have no power to incur any debt, obligation or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. The CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and indemnify and hold the CITY harmless from any and all taxes, assessments, penalties and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. The CONSULTANT shall fully comply with applicable workers' compensation laws regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT shall indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY may offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 8.0.

9.0 INDEMNIFICATION. The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY and the Indemnitees. The CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the

CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

Indemnity for COVID-19: As between the CONSULTANT and the CITY, the CONSULTANT expressly assumes any and all risks associated with providing these contract services in context of the COVID-19 pandemic, and the CONSULTANT's indemnification obligations hereunder expressly include any and all claims loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to COVID-19 or any variants and the CONSULTANT's services under this Agreement.

Indemnity for Professional Services. To the fullest extent permitted by law, the CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the CITY, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 9.0), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this Agreement. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith

9.1 The obligations of the CONSULTANT under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the Indemnitees. The CONSULTANT's indemnity obligation set forth in this Section 9.0 shall not be limited by the limits of any policies of insurance required or provided by the CONSULTANT pursuant to this Agreement.

9.2 The CONSULTANT's covenant under this Section 9.0 shall survive the expiration or termination of this Agreement.

10.0 TERMINATION OF AGREEMENT. The CITY may terminate this Agreement at any time during the term of the Agreement by giving the CONSULTANT not less than thirty (30) calendar days' prior written notice. The CONSULTANT may only terminate this Agreement for cause, and by giving the CITY prior notice in writing with a reasonable opportunity to cure any purported default. If the Agreement is terminated by the CITY, and provided CONSULTANT is not then in breach, the CONSULTANT shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the CONSULTANT shall have no other claim against the CITY by reason of such termination. This Agreement may be extended beyond the term only by the written agreement of both Parties prior to the expiration of the term of the Agreement.

11.0 SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety

standards outlined by CAL OSHA. The CITY may issue restraint or cease and desist orders to the CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. The CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. The CONSULTANT shall immediately report to the CITY any hazardous condition noted by the CONSULTANT.

12.0 MANDATORY INSURANCE. The CONSULTANT shall maintain the following insurance coverage throughout the term of this Agreement, and, upon the CITY's request, the CONSULTANT shall provide the CITY with evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the forms and coverage amounts set forth in this Section 12.0.

12.1 Minimum Scope of Insurance. The CONSULTANT shall maintain policies with coverage at least as broad as:

(a) Insurance Services Office Commercial General Liability insurance (occurrence Form Number CG 00 01).

(b) Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 covering "Any Auto" (Symbol 1).

(c) Workers Compensation insurance as required by the State of California, and Employer's Liability insurance.

12.2 Minimum Limits of Insurance. The CONSULTANT shall maintain insurance coverage limits not less than:

(a) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specific language creating a duty to defend against any suit seeking damages.

(b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(c) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

12.3 Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the CITY prior to the CONSULTANT commencing any work under this Agreement. At the CITY's option, either: (i) the insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, its elected officials, officers, attorneys, agents, employees and designated volunteers; or (ii) the CONSULTANT shall provide a bond or other financial guarantee, satisfactory to the CITY, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

12.4 Required Endorsements. Each insurance policy required by this Section 12.0 shall be endorsed as follows:

(a) Except with respect to any employer's liability or professional liability/errors and omission liability policies required by this Section 12.0, the CITY, its elected officials, officers, attorneys, agents, employees, independent contractors serving in the role of city officials and designated volunteers shall be named as additional insureds (collectively, "Additional Insureds" sometimes hereafter in this Section 12.0).

(b) Additional Insured Endorsements shall not:

- (1) Be limited to "Ongoing Operations";
- (2) Exclude "Contractual Operations";
- (3) Restrict coverage to the "Sole" liability of the CONSULTANT; or
- (4) Contain any other exclusion contrary to this Agreement.

(c) For any claims related to the Project, this Agreement or the services performed under this Agreement, the CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by the CITY. Any insurance or self-insurance maintained by the CITY or any of the Additional Insureds, shall be in excess of the CONSULTANT's insurance and shall not be called upon to contribute with it.

(d) All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to the CITY. The notice shall be provided via certified mail, return receipt requested. The CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

(e) Each policy shall be endorsed to state that the insurer waives the right of subrogation against the CITY and its officers, employees, agents, independent contractors serving in the role of city officials and designated volunteers.

12.5 Other Insurance Provisions. The CONSULTANT and the CITY further agree as follows:

(a) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the CITY or its operations limits the application of the insurance coverage.

(b) Requirements of specific coverage features or limits contained in this Section 12.0 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(c) All insurance coverage shall cover the CONSULTANT's operations pursuant to the terms of this Agreement.

(d) Any actual or alleged failure on the part of the CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of the CITY or any additional insured, in this or any other regard.

(e) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the CITY has the right, but not the duty, to obtain the insurance it deems necessary and the CONSULTANT shall promptly reimburse to the CITY any premium paid by the CITY.

(f) The CONSULTANT shall provide immediate notice to the CITY of any claim or loss against the CONSULTANT that includes the CITY or any of the Additional Insureds as a defendant. The CITY assumes no obligation or liability from the notice. The CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve the CITY.

12.6 Acceptability of Insurers. All insurance coverage required by this Section 12.0 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

12.7 Verification of Coverage. The CONSULTANT shall furnish the CITY with evidence of the insurance required by this Section 12.0, satisfactory to the CITY. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by the CITY or on such other forms approved by the CITY in writing, and amended to conform to the CITY's requirements. The CONSULTANT shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, the CONSULTANT shall provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The CONSULTANT shall furnish such proof to the CITY prior to the expiration of the affected coverages. The CITY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. The CONSULTANT shall provide complete copies of policies to the CITY upon request.

12.8 Subcontractors. The CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Project by the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.8. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

13.0 WORK PRODUCT.

13.1 Deliverables. The CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. The CONSULTANT shall, upon request by the CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to the CONSULTANT by the CITY.

13.2 Ownership.

(a) All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by the CONSULTANT in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of the CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by the CITY upon final payment being made. The CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

(b) The CONSULTANT hereby assigns to the CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in the CITY pursuant to subsection (a) above.

(c) The CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, the CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. The CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that the CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by the CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for the CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for the CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. The CONSULTANT's covenants under this Section 13.2 shall survive the expiration or termination of this Agreement.

13.3 Confidentiality. Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Project assigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

13.4 Records. The CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by the CITY or the Designated Official. The CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, the CONSULTANT shall provide access to such books and records to the Designated Official, or his or her designees, and shall give the Designated Official, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

14.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on the CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Official. The CITY's consent to an assignment of rights under this Agreement shall not release the CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

15.0 MISCELLANEOUS TERMS.

15.1 Nuisance. The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

15.2 Permits and Licenses. The CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15.3 Conflicts of Interest. The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval, perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

15.4 Waiver. No delay or omission to exercise any right, power or remedy accruing to the CITY under this Agreement shall impair any right, power or remedy of the CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by the CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

15.5 Accomplishment of Project. The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

15.6 Captions for Convenience Only. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

15.7 Word Usage. Unless the context clearly requires otherwise, (a) the word “shall” is mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

15.8 Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during the CONSULTANT’s and the CITY’s regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

15.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

15.10 When Rights and Remedies Not Waived. In no event shall the making by the CITY of any payment to the CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default that may then exist, on the part of the CONSULTANT, and the making of any such payment by the CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

15.11 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys’ fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys’ fees paid or incurred in good faith.

15.12 Compliance with Laws. In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all applicable

laws of the United States and the State of California, and with the CITY's Municipal Code, ordinances, regulations and policies.

15.13 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

15.14 Governing Law. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in superior or federal court with geographic jurisdiction over the City of Buena Park.

15.15 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between the CITY and the CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

15.16 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

15.17 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the CITY's request for proposals, if any, shall prevail.

15.18 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

CITY OF BUENA PARK
a California municipal corporation

EcoNomics
a California Corporation
Name of Business

Signature

Signature

Name: Aaron France

Name: Trevor Blythe

Title: City Manager

Title: Vice President

Signature

Name: William O'Toole

Title: President

* **Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the City authorize only one person to sign this Agreement on behalf of the corporation.**

ATTEST:
(SEAL)

Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

Christopher G. Cardinale, City Attorney



DATE: September 19, 2023

TO: Laurie Aubuchon
Management Analyst
Department of Public Works
City of Buena Park
6955 Aragon Circle
Buena Park, CA 90620

FROM: Trevor Blythe
Vice President
EcoNomics, Inc.

RE: Proposal for SB 1383 and Green Business Implementation Assistance

Per the City's request, EcoNomics has developed the following scope of work to assist the City with implementing programs mandated by SB 1383. A description of each proposed task and a proposed not-to-exceed budget is enclosed.

Task 1: Procurement of recycled organics-content products (ROCPs)

SB 1383 requires the City to develop procurement systems to ensure that an annual tonnage target of recycled-organic content products (ROCP) materials are purchased. Based on the City's 2020 population of approximately 84,000, the City will be required to purchase over 6,700 tons of compost per year (or an equivalent amount of energy or fuel products derived from organic materials). With passage of AB 1985, the City will be required to attain 30% of its procurement target in 2023 (2000 tons), 65% in 2024 (4,370 tons), and 100% by 2025. The procurement provision of SB 1383 has proven to be challenging to jurisdictions throughout Orange County and the state. EcoNomics will conduct the following actions to assist the City with SB 1383 procurement compliance on an as needed basis:

- Assist City with interpretation of SB 1383 ROCPs requirements
- Conduct baseline inventory of current ROCPs purchased by the City and determine additional purchases needed to comply with annual procurement target
- Analysis of City's energy and gas use to determine ROCP credits from current energy usage
- Analysis of hauler RNG usage to determine eligibility to count towards City's ROCP target
- Coordination with CalRecycle to 'right-size' procurement target if City cannot reasonably obtain ROCP target based on past procurement policies

- Assist City with updating procurement policy to incorporate the requirements of SB 1383 into City-wide purchases, including recycled-content requirements for custodial paper products mandated by AB 661
- Assess current paper procurement policy to determine if City is in compliance with 30% post-consumer content paper purchasing policy
- Assist in implementing administrative policy and municipal code language to facilitate achievement of procurement requirements
- Assist City in processing amendments to contracts for ‘direct-service providers’ to require the application of mulch or compost products or to use RNG
- Develop procurement tracking and reporting system internally and with City’s vendors
- Assist in reporting procurement targets to CalRecycle
- Assess feasibility and cost-efficacy of brokered option of purchasing compost for application outside of City limits
- Other procurement-related tasks, as needed

Task 2: Assistance with Developing SB 1383 Implementation Record

Jurisdictions are to maintain all records required by the SB 1383 regulation in an Implementation Record (14 CCR Section 18995.2). At a minimum, the following records are required to be maintained in the Implementation Record:

- Ordinances and Enforceable Mechanisms
- Written Program Descriptions
- Organic Waste Service Collection
- Contamination Minimization, including Route Reviews and Waste Evaluations
- Waivers and Exemptions
- Education and Outreach
- Jurisdiction Oversight of Hauler Programs
- Edible Food Recovery
- Recovered Organic Waste Product Procurement
- Paper Procurement
- Inspection and Enforcement
- Compliance Reviews
- Investigation of Complaints and Alleged Violations

The EcoNomics team will compile and maintain the City’s SB 1383 Implementation Record. EcoNomics will use two tools to draft the City’s Implementation Record:

- (1) **Cloud Storage:** A third-party, cloud-based software will be used for online file storage and file sharing. EcoNomics uses Dropbox as its internal file storage and file sharing system and has great familiarity with its structure and features, but has assisted other clients develop implementation records using SharePoint. The City will be able to access these files at any time as they will be hosted in the cloud.

- (2) **CalRecycle’s Model Implementation Record Tool:** EcoNomics will populate and annotate CalRecycle’s model tool specific to the City of Buena Park’s recordkeeping needs. The tool will serve as a landing “page” for all of the City’s required SB 1383 records. The tool is a workbook consisting of multiple tabs specific to each of the recordkeeping sections mentioned above. EcoNomics will gather information and records from the City, its representatives, and its contractors to populate the Implementation Record. CalRecycle’s Model Implementation Record Tool is included as a clickable link [here](#).

Communication

In order to produce the City’s Implementation Record, EcoNomics will need to communicate directly with City staff and the City’s contractor(s). This communication will include phone calls, emails, and virtual meetings. On occasion, it may be necessary for EcoNomics staff to obtain records in-person from the City or its contractor.

Plan for Recordkeeping

EcoNomics will put together the City’s SB 1383 Implementation Record in a shared folder structure and by using CalRecycle’s Implementation Record tool. The following is a description of what tasks and activities must be complete in order to create the City’s Implementation Record.

- Ordinances and Enforceable Mechanisms
 - Identify and compile copies of the City’s ordinances and enforceable mechanisms pertaining to SB 1383 requirements and organize into Dropbox. These include but are not limited to: SB 1383 Organic Waste Disposal Reduction Ordinance, Designees/Contractors, Self-Haul, CalGreen, Model Water Efficient Landscape, Mulch Procurement, Procurement Direct Service Providers, Quarantined Organic Waste, Administrative Civil Penalties.
- Written Program Descriptions
 - Identify and compile copies of the City’s written inspection and enforcement program descriptions pertaining to SB 1383 requirements and organize into Dropbox.
 - If program descriptions do not exist in writing, draft process(es) and coordinate final draft(s) with City to be included in Implementation Record.
- Organic Waste Service Collection
 - Identify and compile the following collection information: description of collection methods; geographic area; list of high diversion organic facilities (if used by contractor); list of all approved haulers, services areas, routes, or addresses; compostable plastic written notification(s) from facility(ies) in use by hauler; and plastic bag written notification(s) from facility(ies) in use by hauler.
- Contamination Minimization, including Route Reviews and Waste Evaluations
 - Identify and compile the following contamination minimization information: process of determining contamination; waste evaluation documentation; copy of contamination notices; number of bin contents disposed; copies of route review documentation; enforceable action documentation; Notice of Violation date list and documentation; and copies of notices and education material.

- Waivers and Exemptions
 - Identify and compile the following waiver and exemption information: waiver process and inspection frequency; amount of sediment debris; illegal disposal sites; facility waiver documentation; de minimus waiver documentation; physical space waiver documentation; collection frequency waiver documentation; and disposed quarantined organic waste documentation.
- Education and Outreach
 - Identify and compile all education and outreach materials issued by the City or its contractor, including, but not limited to flyers, brochures, newsletters, invoice messaging, website, and social media postings.
 - Track outreach in a tracking spreadsheet, noting the date and to whom the information was disseminated, or direct contact made. For mass distributed items, note the type of outreach, type of account reached, and total number of accounts reached.
- Jurisdiction Oversight of Hauler Programs
 - Identify and compile documentation for contractor/hauler program, including copies of franchise agreement, description of hauler program, and hauler records.
- Edible Food Recovery
 - Identify and compile documentation for City's edible food recovery program: list of edible food recovery organizations; list of edible food recovery services; list of commercial edible food generators; documentation of the actions City has taken to increase edible food recovery capacity (if needed); inspection documentation for each: edible food recovery organization/service and commercial edible food generators.
- Recovered Organic Waste Product Procurement
 - Identify and compile documentation for organic waste procurement: description of program(s); procurement tracking; environmental purchasing policy invoices; jurisdiction third-party procurement records; publicly owned treatment works written certification (if applicable); biomass written certification; 2021 procurement baseline; mulch enforceable mechanisms; and any supporting documentation.
- Paper Procurement
 - Identify and compile documentation for paper procurement: paper proof of purchases; copies of paper certifications; and any supporting documentation.
- Inspection and Enforcement
 - Identify and compile documentation for inspections and enforcement: copies of all documentation of inspections; enforceable action copies; Notice of Violation supporting evidence; and copies of educational material issued to non-compliant generators.
- Compliance Reviews
 - Identify and compile documentation for compliance reviews: documentation of compliance reviews; enforcement action copies; Notice of Violation date list; and copies of notices and education.

- Investigation of Complaints and Alleged Violations
 - Identify and compile documentation for complaints of alleged violations: complaint documentation from named and anonymous complainants; complaint investigation documentation; complainant notifications; and complaint records and resolution.

Task 3. CalRecycle Annual Report Assistance

On an annual basis, CalRecycle requires the submittal of an Annual Report (EAR) and arranges jurisdiction site visits for verification and inspection purposes. The tasks below describe the services that EcoNomics will provide to assist staff in meeting its mandated reporting duties.

EcoNomics currently assists the following seven cities with gathering data for and/or drafting the Electronic Annual Report (EAR) to CalRecycle: Anaheim, Laguna Niguel, Lake Forest, Laguna Hills, Mission Viejo, Rancho Mirage, and Tustin. The annual reporting process is an important opportunity for the City to showcase its diversion programs and to demonstrate its compliance with state diversion mandates.

As part of its preparation of the annual report, EcoNomics takes the following actions and gathers the following data points to provide CalRecycle a holistic picture of the City’s diversion programs. EcoNomics’ will focus its efforts on AB 341, AB 1826, and SB 1383 compliance reporting assistance vis-à-vis the annual report.

- Analysis of AB 341 compliance rate
- Analysis of AB 1826 compliance rate
- Narrative summary of all outreach efforts conducted to increase AB 341 and AB 1826 participation rates
- Contact hauler and review City records to obtain information on outreach used to inform residents and businesses of recycling programs
- Coordination with local food banks to determine the weight of edible materials donated

Over the last decade, EcoNomics has established a database and a preparation schedule for assembling the necessary information for submittal of CalRecycle’s required Electronic Annual Report (EAR). As part of the procedure, a diverse set of tonnage data is collected and verified. This comprehensive database leads to a thorough annual report that provides CalRecycle with a clear narrative that strongly demonstrates the City’s compliance with diversion mandates.

Conference Call and CalRecycle Annual Visit

EcoNomics is familiar with the Orange County CalRecycle Local Assistance and Market Development (LAMMD) representatives and how data gathered during the site visits and conference calls is used to assess a jurisdiction’s compliance. In our experience, providing accurate data that documents AB 341, AB 1826, and upcoming SB 1383 implementation efforts,

verifiable diversion tonnage reporting, and concurrent outreach activities are all critical to demonstrating compliance.

EcoNomics will prepare and facilitate the CalRecycle Annual Visit agenda and MCR/MORE Planned Activities documents, update informal plans and, when applicable, facilitate tours of properties that showcase innovative and cost-saving diversion programs for CalRecycle’s annual site visit.

Task 4: Enforcement Protocol development

The City adopted an SB 1383-aligned mandatory participation ordinance. The ordinance requires all generators to subscribe to organics recycling programs. EcoNomics will assist the City in developing a standard operating procedure (SOP) for the fair and equitable enforcement of the City’s ordinance. The SOP will include the following components:

- Process and template field sheet for initial site assessment
- Process for assessing compliance
- Process for gathering evidentiary documentation that could be used if the citation is appealed
- Process for issuing and monitoring a notice of violation
- Process for issuing first, second, third, and subsequent citations
- Process for evaluating a non-compliant account referred by a franchise hauler
- Process for evaluating the compliance of an internal diversion program

In addition to developing the SOP, EcoNomics will provide training to the City’s code enforcement staff on how to implement the SOP.

Task 5: Edible Food Technical Assistance

SB 1383 requires the City to develop an edible food recovery program. Among other requirements, SB 1383 will require the City to conduct site inspections to all Tier 1 and 2 edible food generators to verify that they have edible food recovery programs in place. This effort, by definition, will require consulting staff to provide on-the-ground technical assistance for all Tier 2 generators coupled with a concerted marketing and outreach effort to notify generators of their compliance requirements. EcoNomics is currently assisting the City of Buena Park with this effort. During the Tier 2 inspections that began in 2023, EcoNomics has noted a high rate of non-compliance (over 90%). Many Tier 2 generators, which include restaurants, hotels, hospitals, and venues, do not have existing infrastructure for edible food recovery programs and will need concerted technical assistance to attain compliance.

As part of this task, EcoNomics will conduct the following actions:

1. Identify non-compliant Tier 2 edible food recovery generators located within the City, as required by SB 1383.
2. Provide technical assistance to Tier 2 edible food generators to develop edible food recovery programs. Refer non-compliant generators to local food recovery organizations.
3. Compile SB 1383 edible food compliance report to City.

After the initial notification and a site visit to all responsive Tier 2 generators to provide technical assistance described above, the City should consider distributing a second ‘notice of inspection’ to all Tier 2 generators in late 2023 notifying them that the City will conduct site inspections to verify compliance with the edible food recovery requirements of SB 1383.

In early 2024, EcoNomics will begin conducting site inspections to all Tier 2 generators to verify compliance. After the completion of this effort, EcoNomics will provide a listing of Tier 2 generators that are compliant and non-compliant to the City for possible enforcement action under Section 8.15.140 of the City’s municipal code. Each Tier 2 generator will have a file in a cloud-based file-sharing system, such as Dropbox, that is shared between the City and EcoNomics. These files will contain the completed site inspection checklist, photos or copies of the edible food recovery contract, photos of edible food set aside for collection, weight reports for edible food, and other files that will help verify compliance. These files are required to be kept per the SB 1383 implementation recordkeeping requirements and can be requested by CalRecycle at any time. This database can also be shared with code enforcement officials in an evidentiary capacity in case enforcement action is needed in 2024 to ensure compliance. Additionally, a summary table, in Excel, will be provided to the City to detail which Tier 2 generators have compliant edible food recovery programs, which need additional verification, and which need enforcement action. This listing will be provided to the City on a monthly basis to track progress towards full compliance.

Task 6. Other Tasks, As Needed

EcoNomics has a comprehensive understanding of the operational aspects of the waste management industry. This operational expertise was gained through over 40 years of site work to implement diversion programs, field contract compliance monitoring such as vehicle inspections and waste characterization studies, and “ride-alongs” with MSW, recycling, and food scrap collection program drivers. EcoNomics assists its current clients with general operational items such as brake inspection reviews, route audits, annual, quarterly, and monthly report reviews, waste characterization studies, fleet inspections, waste audits, container inventory audits, etc. Based on our combined experience in this field, we are confident that we can efficiently and effectively provide the City with the general on an as needed basis. We can complete the following tasks on an as needed basis:

- Provide additional support to Public Works staff as may be necessary
- Perform Recycling and Solid Waste Management and Operational Reviews
- Provide general advice on various waste management-related inquires and miscellaneous tasks

- Prepare memos, staff reports, and general correspondence
- Prepare and present material in presentation form to City staff and City officials

Proposed Budget

The table below shows the proposal project budget. EcoNomics may request minor adjustments of hours between tasks with prior City approval.

Proposed Buena Park Budget	Vice President	Project Manager	Program Coordinator	TOTAL STAFF HOURS per task*	TOTAL COST
	Blythe	Goulart	Ferrufino, Kadonoff, Bevan		
	\$180.00	\$135.00	\$105.00		
Task 1: Procurement of recycled organics-content products (ROCPs)	30	40	35	105	\$ 14,475.00
Task 2: Assistance with Developing SB 1383 Implementation Record	15	40	20	75	\$ 10,200.00
Task 3. CalRecycle Annual Report Assistance	15	45	20	80	\$ 10,875.00
Task 4: Enforcement Protocol development	20	40	12	72	\$ 10,260.00
Task 5: Edible Food Technical Assistance	35	60	224	319	\$ 37,920.00
Task 7. Other Tasks, As Needed	25	30	25	80	\$ 11,175.00
Total:	140	255	336	731	\$ 94,905.00

*Staff hours may be moved between tasks upon City approval.



City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTION DESIGNATING BEACH BOULEVARD FROM ROSECRANS AVENUE TO ORANGETHORPE AVENUE AS KOREATOWN IN THE CITY OF BUENA PARK

Meeting	Agenda Group
Tuesday, October 10, 2023, 5:00 PM	NEW BUSINESS Item: A
Presented By	Prepared By
Eddie Fenton, Assistant City Manager	Eddie Fenton, Assistant City Manager/Director of Human Resources
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

- 1) Adopt a resolution designating Beach Boulevard from Rosecrans Avenue to Orangethorpe Avenue as "Koreatown."

PREVIOUS CITY COUNCIL ACTION

On September 26, 2023, the City Council approved the designation in concept and directed staff to move forward with a formal designation and associated signage within the designation area.

DISCUSSION

The northern portion of Buena Park is home to a large population of Korean-American residents as well as many Korean-American-owned restaurants and businesses. Over the past 20 or so years, the area surrounding Beach Boulevard from Rosecrans Avenue to Stage Road, in particular, has become a hotspot for Korean culture and influence. In recent years, this area has expanded further south down Beach Boulevard with The Source development at the corner of Beach Boulevard and Orangethorpe Avenue. Over the years, several news articles have cited Buena Park as "Orange County's Koreatown" and touted the wide array of outstanding Korean restaurants and other businesses located within the City. In fact, many visitors travel to Buena Park just for "that one Korean restaurant" they heard about on social media or that has high ratings on Yelp.

With this type of synergy already in place, a designation of "Koreatown" could further promote the area, bring additional visitors to the City, and make the area a regional designation. Visit Buena Park staff believes that this type of designation would definitely increase tourism to the area and open up the City for additional partnerships, especially with Korean-American social media influencers, that could lead to additional tourism numbers. Other southern California cities have similar designations, such as Little Arabia in Anaheim, and Little Tokyo and Koreatown in Los Angeles that have helped those areas to not only prosper, but showcase the cultural landscape in that area.

At the September 26, 2023, study session, the City Council discussed designating Beach Boulevard from Rosecrans Avenue to Orangethorpe Avenue as "Koreatown." At the end of the discussion, the City Council directed staff to bring back a formal

designation for approval. Additionally, the City Council provided direction to design and install "Koreatown" signage at all major intersections on Beach Boulevard from Rosecrans Avenue to Orangethorpe Avenue, as feasible, with those located on the portion of Beach Boulevard that the City controls/owns to be installed first.

Attached to this report is a proposed resolution formalizing the designation.

PUBLIC HEARING NOTICE

None.

BUDGET IMPACT

There is no budget impact associated with this item.

Attachments

Koreatown Designation Resolution Rev FINAL.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BUENA PARK, CALIFORNIA DESIGNATING BEACH
BOULEVARD FROM ROSECRANS AVENUE TO
ORANGETHORPE AVENUE AS KOREATOWN

WHEREAS, Buena Park is home to one of the largest growing and thriving Korean-American communities living in Orange County; and

WHEREAS, the population of persons of Korean ancestry in Buena Park increased by 57 percent from 2000 to 2010, according to the United States Census Bureau; and

WHEREAS, as of 2023, Korean Americans account for approximately 45 percent of the Asian and Pacific Islander population in the City; and

WHEREAS, there are nearly 11,000 people of Korean descent living in Buena Park, constituting approximately 13 percent of the City's population; and

WHEREAS, over the past 20 or so years, the area on Beach Boulevard from Stage Road to Rosecrans Avenue, in particular, has become a hotspot for Korean culture and influence. In recent years, this area has expanded further south down Beach Boulevard with The Source development at the corner of Beach Boulevard and Orangethorpe Avenue; and

WHEREAS, the Korean American Chamber of Commerce cites Buena Park as hosting the largest population of Korean-American owned businesses in Orange County with many of these residing in the northern portion of the City; and

WHEREAS, several publications, including the *Los Angeles Times* have unofficially touted Buena Park as "Orange County's Koreatown" and remarked on the City's high concentration of Korean-owned businesses, including restaurants, grocery stores, retail, karaoke, and other sectors; and

WHEREAS, the City of Buena Park, California designates the neighborhood from Orangethorpe Avenue extending north to Rosecrans Avenue to honor the rich Korean culture that is embedded in the fabric of the City; and

WHEREAS, the designation of "Koreatown" on Beach Boulevard from Rosecrans Avenue to Orangethorpe Avenue will improve the City of Buena Park's ability to protect, promote, and showcase the cultural resources of its Korean-American community and preserve the City's rich multi-cultural landscape.

NOW, THEREFORE, The City Council of the City of Buena Park hereby determines, finds, and designates Beach Boulevard from Rosecrans Avenue to Orangethorpe Avenue as "Koreatown" in the City of Buena Park.

RESOLUTION NO. _____

Page 2

PASSED AND ADOPTED this _____ day of _____ by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this _____ day of _____.

City Clerk



City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND APPROVAL OF A CONTRACT WITH ONYX PAVING COMPANY, INC. FOR THE CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT

Meeting	Agenda Group
Tuesday, October 10, 2023, 5:00 PM	NEW BUSINESS Item: B
Presented By	Prepared By
Aaron Esparza-Almaraz, E.I.T.	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Adopt a resolution approving plans and specifications for the Cerritos Avenue Frontage Road Rehabilitation Project; 2) Award a contract to Onyx Paving Company, Inc. in the amount of \$515,000; 3) Authorize contingency funds in the amount of \$52,000 in the same purchase order; 4) Authorize construction engineering funds in the amount of \$25,000; 5) Authorize a budget transfer of \$202,000 from the undesignated Gas Tax Fund balance; 6) Authorize the City Manager and the City Attorney to make any necessary, non-monetary changes to the contract; and, 7) Authorize the City Manager and the City Clerk to execute the contract.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The Cerritos Avenue Frontage Road Rehabilitation Project will include a grind and overlay of 2.5 inches of asphalt concrete from Lorinda Avenue to Carlotta Avenue, improvements to existing curb and gutter, cross gutters, sidewalks, curb ramps, driveway approaches, and sewer frame and covers.

On October 2, 2023, a total of five bids were received and publicly opened by City staff. Total bid amounts ranged from \$515,000 to \$667,910. The engineer's estimate is \$475,000. Onyx Paving Company, Inc. is the lowest, responsive bidder at \$515,000. The contractor possesses the required license and has completed similar work for the cities of Arcadia, Dana Point, and Laguna Niguel. Staff recommends awarding a contract to Onyx Paving Company, Inc of Anaheim, California, in the amount of \$515,000, approving contingency funds in the amount of \$52,000, and approving construction engineering funds in the amount of \$25,000.

Construction is anticipated to begin in November 2023, and be completed by December 2023.

BUDGET IMPACT

Total Project cost as shown below is \$592,000, with the following breakdown:

Construction Contract: \$515,000
Construction Contingency: \$52,000
Construction Engineering: \$25,000
Total Project Cost: \$592,000

This project was included in the FY 2022-2023 Budget and will be funded by project account (No. 24-9806-590168), which consists of Gas Tax funds. A budget transfer in the amount of \$202,000 is needed from the undesignated Gas Tax Fund balance to fund the project.

Attachments

01_Reso_CerritosPvmtRehab.pdf

02_Location Map.pdf

03_BID Results_CerritosAve.pdf

04_Bid Summary_CerritosAve.pdf

05_Contract.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING PLANS AND SPECIFICATIONS FOR CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT IN SAID CITY.

WHEREAS, it is the intention of the City of Buena Park to construct certain improvements in the City; and

WHEREAS, the City Engineer has prepared specifications and plans for the construction of certain improvement(s).

NOW, THEREFORE, BE IT RESOLVED that the specifications and plans presented by the City be and are hereby approved as the specifications and plans for:

CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT

PASSED AND ADOPTED this 10th day of October 2023, by the following called vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, MMC, City Clerk, hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this 10th day of October 2023.

City Clerk

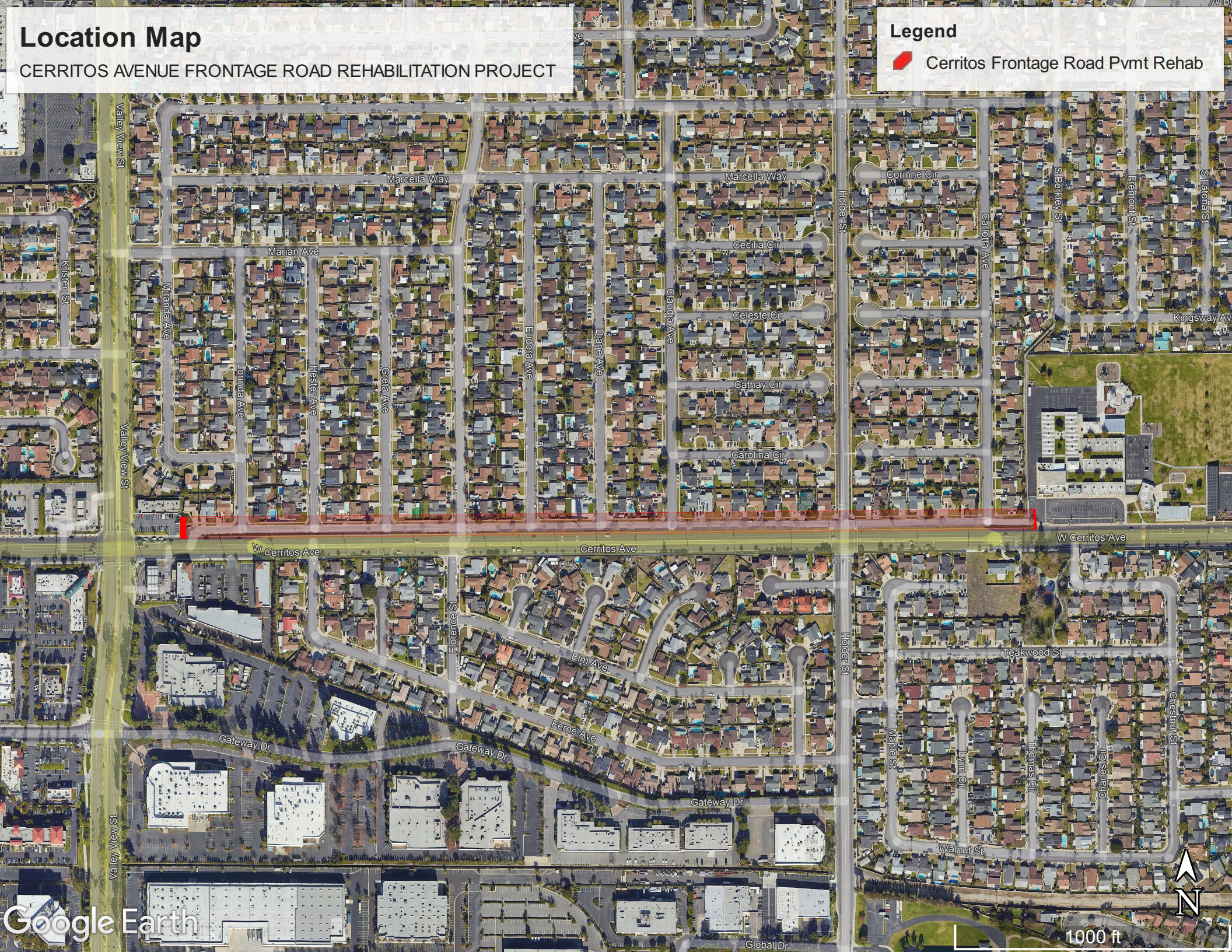
Location Map

CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT

Legend



Cerritos Frontage Road Pvmnt Rehab



City of Buena Park
BID RESULTS
CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT
Project No. 502
Bid No. 2023-02
Bid Opening :10/02/2023 - 10:00 A.M.

Company Name		Total
1	Onyx Paving Co. Inc. Anaheim, CA	\$515,000.00
2	Sequel Contractors, Inc. Santa Fe Springs, CA	\$530,675.00
3	Terra Pave, Inc. Whittier, CA	\$547,250.00
4	Hardy & Harper, Inc. Lake Forest, CA	\$610,000.00
5	All American Asphalt Corona, CA	\$667,910.00

CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT

Project No. 502 - Bid No. 2023-02

BID SUMMARY

Bid Opening: October 2, 2023 - 10:00 A.M.

Item No	Approx. Quantity	Unit	Description	Engineer's Estimate		Onyx Paving Co. Inc.		Sequel Contractors, Inc.		All American Asphalt		Hardy & Harper, Inc.		Terra Pave, Inc.		Average	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Schedule A																	
1	1	LS	Storm Water Pollution Prevention Plan (SWPPP) BMPS	\$7,500.00	\$7,500.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00
2	1	LS	Traffic Control Including Computerized Message Signs, Construction Information Signs, and Steel Plates	\$10,000.00	\$10,000.00	\$53,550.00	\$53,550.00	\$26,500.00	\$26,500.00	\$38,500.00	\$38,500.00	\$81,500.00	\$81,500.00	\$24,200.00	\$24,200.00	\$44,850.00	\$44,850.00
3	50	LF	Remove and Construct PCC Curb and Gutter per City STD 202	\$40.00	\$2,000.00	\$77.00	\$3,850.00	\$75.00	\$3,750.00	\$80.00	\$4,000.00	\$120.00	\$6,000.00	\$85.00	\$4,250.00	\$87.40	\$4,370.00
4	850	SF	Remove and Construct 4" Thick PCC Sidewalk per City Standard 208. Adjust Existing Pull-Box, Water Valve, and All Miscellaneous Items in Sidewalk to Grade	\$12.50	\$10,625.00	\$11.00	\$9,350.00	\$14.50	\$12,325.00	\$20.00	\$17,000.00	\$15.00	\$12,750.00	\$15.00	\$12,750.00	\$15.10	\$12,835.00
5	1400	SF	Remove and Construct PCC Cross Gutter per OCPW STD 122-2. Adjust to Grade as Needed During Construction	\$30.00	\$42,000.00	\$27.00	\$37,800.00	\$29.00	\$40,600.00	\$30.00	\$42,000.00	\$32.00	\$44,800.00	\$20.00	\$28,000.00	\$27.60	\$38,640.00
6	14	EA	Remove and Construct New ADA Compliant Wheelchair Ramp From BCT to ECR with Blue Truncated Dome (Cast-in-Place). Adjust Existing Pull Boxes, Water Valves and all Miscellaneous Items on the Ramps to Grade	\$10,000.00	\$140,000.00	\$6,000.00	\$84,000.00	\$9,000.00	\$126,000.00	\$12,250.00	\$171,500.00	\$8,500.00	\$119,000.00	\$9,000.00	\$126,000.00	\$8,950.00	\$125,300.00
7	2	EA	Adjust Existing Water Valve and Cover to Grade	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00	\$1,300.00	\$2,600.00	\$415.00	\$830.00	\$1,600.00	\$3,200.00	\$1,000.00	\$2,000.00	\$1,063.00	\$2,126.00
8	100	CY	Over Excavation (Unsuitable Area)	\$100.00	\$10,000.00	\$127.00	\$12,700.00	\$100.00	\$10,000.00	\$233.00	\$23,300.00	\$100.00	\$10,000.00	\$125.00	\$12,500.00	\$137.00	\$13,700.00
9	100	TON	Asphalt Concrete Bridge Mix	\$100.00	\$10,000.00	\$127.00	\$12,700.00	\$100.00	\$10,000.00	\$238.00	\$23,800.00	\$100.00	\$10,000.00	\$125.00	\$12,500.00	\$138.00	\$13,800.00
10	100	TON	Asphalt Concrete Leveling Course Type D2 Mix (Dense Fine) PG 64-10 (3/8" Rock)	\$150.00	\$15,000.00	\$127.00	\$12,700.00	\$120.00	\$12,000.00	\$138.00	\$13,800.00	\$120.00	\$12,000.00	\$95.00	\$9,500.00	\$120.00	\$12,000.00
11	85,000	SF	Cold Mill and Remove 2.5" of Existing AC Pavement, and Remove Existing Petromat Paving Fabric and Provide Steel Plates	\$0.50	\$42,500.00	\$0.37	\$31,450.00	\$0.48	\$40,800.00	\$0.60	\$51,000.00	\$0.75	\$63,750.00	\$0.75	\$63,750.00	\$0.59	\$50,150.00
12	1,400	TON	Construct 2.5" Thick Asphalt Concrete Surface Course, Type III C3 PG 70-10 (1/2" Rock) with Forta-FI Fiber Reinforcement or Approved Equal	\$100.00	\$140,000.00	\$127.00	\$177,800.00	\$120.00	\$168,000.00	\$156.00	\$218,400.00	\$120.00	\$168,000.00	\$125.00	\$175,000.00	\$129.60	\$181,440.00
13	8	EA	Remove and Install a New composite Frame & Cover to Grade per City Standard No. 505 & Specification Section 500. Install Epoxy Coating System per Specification 502-2 & 502-3. Provide 4" Overlap at Epoxy and Polyurethane Interface.	\$1,800.00	\$14,400.00	\$4,000.00	\$32,000.00	\$4,800.00	\$38,400.00	\$2,300.00	\$18,400.00	\$3,900.00	\$31,200.00	\$4,000.00	\$32,000.00	\$3,800.00	\$30,400.00
14	7	EA	Adjust Existing Manhole to Grade	\$1,000.00	\$7,000.00	\$1,300.00	\$9,100.00	\$1,500.00	\$10,500.00	\$1,140.00	\$7,980.00	\$1,600.00	\$11,200.00	\$1,400.00	\$9,800.00	\$1,388.00	\$9,716.00
15	1	EA	Adjust Existing Cleanout to Grade	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$400.00	\$400.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00	\$1,040.00	\$1,040.00
16	1	LS	Construction Staking	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$9,000.00	\$9,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$9,500.00	\$9,500.00	\$13,300.00	\$13,300.00
17	1	LS	Install Traffic Loops, Signing and Striping Complete Per Plan	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$14,000.00	\$14,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$17,000.00	\$17,000.00	\$14,200.00	\$14,200.00
Bid Summary Totals				Schedule A Total:		\$473,225.00	\$515,000.00	\$530,675.00	\$667,910.00	\$610,000.00	\$547,250.00	\$574,367.00					

CONTRACT

CITY OF BUENA PARK CONTRACT FOR
CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT
“Project”

Project Number: 502
Bid Number: 2023-02

This CONTRACT (“Contract”) is made and entered this 10th day of October, 2023 (“Effective Date”), by and between the CITY OF BUENA PARK, a California municipal corporation (“City”) and ONYX PAVING COMPANY, INC., a California Corporation (“Contractor”). Contractor’s California State Contractor’s license number is 630360. The Contractor and the City are sometimes referred to herein collectively as the “Parties” and singularly as “Party.”

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following, each of which are attached hereto and incorporated herein by this reference:

- A. This Contract;
- B. The Notice Inviting Bids for the above-referenced project (“Project”), dated 9/18/2023;
- C. The Instructions to Bidders for the Project, dated 9/18/2023;
- D. Contractor’s Bid for the Project, dated 9/27/2023 (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award);
- E. The Contractor’s Bonds for the Bid and the Project;
- F. The final working drawings, plans, and specifications for the Project as approved by the City, and dated 9/18/2023 (“Plans and Specifications”).
- G. The City of Buena Park’s Standard Specifications for Public Works Projects, Latest Edition;
- H. The City of Buena Park’s Special Provisions for Public Works Projects, Latest Edition;
- I. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
- J. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

2. Scope of Services. Contractor shall perform all Work necessary to complete, in a good and workmanlike manner, a public works project identified in the title of this Contract above (the “Project”), as such Project and the Work to be performed by Contractor is further described in the Contract Documents.

3. Compensation. In consideration for Contractor's performance of the Work required to complete the Project hereunder, City shall pay Contractor a total **NOT-TO-EXCEED** amount of **Five Hundred and Fifteen Thousand dollars (\$515,000.00)** in accordance with the prices as submitted in the Bid ("Compensation"). The Compensation shall be the total and complete such payable by the City for any and all costs, direct or indirect, of the Contractor for provision of the Work and completion of the Project, including but not limited to general and supplementary conditions, performance and payment bonds, Contractor fee for construction, and Contractor overhead and profit, and any other items of costs, accounting, or expense relating to or arising therefrom. Compensation shall under no circumstances be increased except via a formal change order approved by the City; and only if such overruns result of additional scope from the City, as opposed to price overruns, delays, errors, or omissions.

4. Term of Contract: The Contractor agrees to complete the work to City's satisfaction within **THIRTY (30) WORKING DAYS** from the date of written notice to proceed. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS (\$500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.

5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance.

1. Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees, volunteers, and agents.

2. In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City, a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:

- a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.
- b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).
- c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no less than:

- a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specified language creating a duty to defend against any suit seeking damages.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles and/or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or, the Contractor shall provide a financial guarantee satisfactory to the City, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The Contractor and City further agree as follows:

1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.
2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any

type.

3. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.
6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.
7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.
8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.
9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.
10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
11. All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."
12. All insurance coverage shall contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter."

13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.
14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.
16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.
17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.
18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here. Contractor agrees that no contract, standard form or otherwise, used by any party in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

E. Acceptability of Insurers. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.

F. Verification of Coverage. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

G. Subcontractors. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors or any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City or review. Failure of City to request copies of such documents will not impose and liability on City, or its employees.

7. Indemnification.

A. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract. Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

B. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers ("Indemnitees"), from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the Contractor's performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

C. Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City.

D. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

E. The obligations of Contractor under this or any other provision of this Contract will not

be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Indemnitees. The Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Contract.

8. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

9. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

11. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the power and authority to execute this Contract on behalf of Contractor and has the power and authority to bind Contractor to the performance of its obligations hereunder.

12. Entire Agreement; Modification. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. Each Party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

13. Exhibits; Precedence. All documents referenced as exhibits in this Contract are hereby incorporated into this Contract by this reference. In the event of any inconsistency between the express provisions of this Contract and any provision of an exhibit, the provisions of this Contract, then the City's invitation for bids, if any, shall prevail.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to _____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT

(Project Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars (\$_____), and not less than 100% of total contract amount. Lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code

Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to _____

_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT
(Project name)

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____ ,
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$_____), this amount being not less than 100% of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under

this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Buena Park ("City") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

The insureds under such policy or policies are:

-
2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

PROGRESS PAYMENT SIGNATURE AUTHENTICATION

All company billings submitted for payment shall have the signature of an official of the company authorized to sign a bill and/or collect a check from the City, either on the invoice or an attached cover letter.

The following personnel of _____

(Contractor)

are authorized to sign bills and/or receive checks.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any subsequent changes to supersede this signature list must be requested in writing and accompanied by a facsimile of this form to be complete in its entirety.

By: _____
(name and title)

For: _____
(Bidder)

**ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally

above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
 City of Buena Park
 City Hall
 6650 Beach Boulevard
 Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive
General Liability Endorsement | <input type="checkbox"/> _____ |
| | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ if none, so state). The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

 Signature of Authorized Representative
 (*Original signature only; no facsimile signature
 or initialed signature accepted*)

Telephone No.: (_____) _____

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- Any Automobiles
- All Owned Automobiles
- Non-owned Automobiles
- Hired Automobiles
- Scheduled Automobiles
- Garage Coverage
- Truckers Coverage
- Motor Carrier Act
- Bus Regulatory Reform Act
- Public Livery Coverage
- _____
- _____

12. A deductible or self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Telephone No.: (_____) _____

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with

regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
 City of Buena Park
 City Hall
 6650 Beach Boulevard
 Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

- Following Form
- Umbrella Liability
- _____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NUMBER	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable per claim or per occurrence (*check one*).

14. This is an occurrence or claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)



City of Buena Park City Council Regular Meeting Agenda Report

GENERAL PLAN AMENDMENT NO. GP-22-2, ZONE CHANGE NO. Z-22-2, DEVELOPMENT AGREEMENT NO. DA-22-1, MITIGATED NEGATIVE DECLARATION NO. MND-22-2 TO ALLOW THE DEVELOPMENT OF A 55-UNIT AFFORDABLE HOUSING DEVELOPMENT AT 7101 LINCOLN AVENUE.

Consider an amendment to the previously approved Affordable Housing Disposition and Development Agreement to extend escrow and project deadlines.

Meeting	Agenda Group
Tuesday, October 10, 2023, 5:00 PM	PUBLIC HEARING Item: A
Presented By	Prepared By
Dr. Swati Meshram	Swati Meshram, Planning Manager
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

That the City Council: 1) Hold a public hearing and thereafter adopt ordinances approving Mitigated Negative Declaration No. MND-22-2 and the following land use entitlements for an affordable housing project located at 7101 Lincoln Avenue, Buena Park: (a) General Plan No. GP-22-2, (b) Zone Change No. Z-22-2, and (c) Development Agreement No. DA-22-1; 2) If the City Council approves the land use entitlements, approve an amendment to the previously approved Affordable Housing Disposition and Development Agreement (DDA Amendment) between the City and developer to extend escrow and project deadlines; and, 3) Authorize the Mayor and the City Clerk to execute the Development Agreement and DDA Amendment.

PREVIOUS CITY COUNCIL ACTION

On March 10, 2020 the City Council directed staff to negotiate a Disposition and Development Agreement ("DDA") with C&C Development for future review and consideration.

On August 24, 2021, the City Council approved a DDA with Developer to both provide for the City's sale of the property to Developer, and to provide funding assistance for the proposed 55-unit affordable housing project. Specifically, the DDA provides for the Developer to purchase the property for \$3,850,000, with the City providing a loan in an amount equal to the purchase price. The DDA also includes the City providing a project construction loan to the Developer in the amount \$1,000,000. Both City loans will have a 55-year term, be secured by a deed of trust recorded on the property, and repaid from surplus project revenues on a prorated basis with other project lenders. The housing units will be restricted to households earning between 30%-70% of AMI for a 55-year period. The DDA requires the Developer to obtain land use entitlements for the project before closing escrow on purchasing the property.

The Planning Commission held a public hearing on September 13, 2023, and unanimously recommended that the City Council approve the proposed land use entitlements for the Project.

DISCUSSION

A. Background - Disposition and Development Agreement (“DDA”)

In 2018, the City (serving as “housing successor” to the former redevelopment agency) acquired the subject property located at 7101 Lincoln Avenue (the “Property”) with low and moderate housing funds. The City’s original intent was to use the property for development of a navigation center to serve homeless individuals and families, but residents in the vicinity voiced their preference that the property be instead used for affordable housing. Accordingly, the City Council selected an alternative location for the navigation center and proceeded to consider affordable housing options for the Property.

After meeting with several developers, staff presented the City Council with a conceptual proposal by C&C Development Co., LLC (“Developer”) to develop the site with 55-unit affordable for-rent housing project, including on-site amenities and services for its residents (the “Project”). The proposed plan was further refined to include housing for families, students, veterans and a limited number of permanent supportive housing. As outlined above, on August 24, 2021, the parties entered into the DDA to memorialize the terms and conditions of Developer’s purchase of the Property, as well as the preliminary design and scope of the Project. The DDA outlines several conditions precedent to the “closing of escrow,” which include: reviewing potential environmental impacts of the Project; the Developer obtaining the land use entitlements from the City needed to develop the Project on the Property; and the Developer obtaining final approval of tax credits and other sources of construction financing. The DDA also included a schedule of performance, which presumed the City would finalize review and processing of the land use entitlements by May 2022 (270 days after the execution of the DDA), which in turn would have allowed the Developer to finalize their financing and close escrow by December 31, 2023. The DDA is currently scheduled to expire on December 31, 2023.

This schedule was delayed through no fault of Developer as the City Council is only now considering the entitlements. As discussed further in Part C below, if the City Council approves the land use entitlements after holding a public hearing, staff also recommends the City Council separately approve an extension of the Project schedule.

B. Public Hearing – Proposed Land Use Entitlements: General Plan Amendment, Zoning Amendment, Development Agreement

The proposed Project will demolish the existing commercial building and other site improvements and develop the Property with four buildings containing a total of 55 units along with 82 parking spaces and community amenities such as open spaces, laundry, and a community room. There are four types of floor plans with unit sizes ranging from 523 to 923 square feet, and a total of 114 bedrooms within the 55-units. A 1,135-square foot community room is proposed for use by residents/visitors, exclusively. The community room includes a kitchen, restroom, and gathering space and will be located at first floor of Building 3. A laundry room is also located at the west end of the first floor of Building 3. A leasing office containing a lobby, two offices, and supporting space (i.e. computer room, storage, restroom) is located at the west end of the first floor of Building 2. A total of 20.4% of the site is provide as open space with common useable open areas as well as each containing a private or balcony.

Parking / Site Access

Vehicular access to the site will be provided via a 25-foot wide driveway from Lincoln Avenue at the southwest corner of the site. Access from the Project onto Lincoln Avenue will be restricted to right turn in/out only. Onsite parking provided consists of 45 uncovered and 37 carport spaces for a total of 82 parking spaces. The ratio of the parking provided is 1.49 spaces per unit. Government Code Section 65915 states that upon request of the developer, a city may not require more than 1 parking space for a 1-bedroom unit, and 1.5 parking spaces for two or three bedroom units. This would mean that the minimum parking spaces required for this proposal is 75.5 parking spaces. The applicant is exceeding that requirement by providing 82 total parking spaces. The Council approved DDA calls for provision of 89 parking spaces at a ratio of 1.62 parking spaces per unit. However, during the entitlement review process a total of seven (7) parking spaces were lost to placement of utilities, walkways, and other modifications. Although the parking spaces provided meet State law, as owner of the property the City Council may require further modification of the site layout in order to provide 89 total parking spaces originally contemplated in the DDA.

Building Height

All buildings are three (3) stories in height; however, the north facing portion of Building 4 adjacent to the rear property line steps down to two stories in height. The maximum building height in Buildings 2, 3, and 4 are 33-feet 6-inches, while Building 1 has a maximum height of 34-feet 8-inches.

Building Architecture

The Project proposes a Contemporary Mission Revival architectural style, with a white stucco finish to be complementary to the surrounding neighborhoods. Other architectural features include stucco parapets, villa tile roofing, wood rafter tails, painted wood shutters and wood fascia, awning shutters, wood pot shelves, arched brick surrounds, and imperfect 20/30 finish white stucco. The Project includes both wall and roof plane articulation and carries the design elements to each elevation of each building, including the inner portions of the site and all detached structures such as trash enclosures.

Entitlements Needed

The following entitlements are required for this Project:

- General Plan Amendment – To change the land use designation from Commercial to General Mixed-Use. Zone Change – To change the zoning from Commercial Shopping (CS) to General Mixed-Use (GMU). The rezone requires approval of a Development Plan, which establishes the design and development standards for development of the site, which also includes Site Plan Review.
- Development Agreement – A Development Agreement is required for any development occurring within the General Mixed-Use Zoning and includes project elements related to payment of fees, development plans, affordable housing, community benefits, and development impact fees. Government Code Section §65864, et seq. authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property. Additionally, the General Mixed-use (GMU) zoning classification requires the accompaniment of a Development Agreement, which specifies the development standards for the property requesting the GMU designation. In addition to the Development Plans, the Development Agreement contains other provisions related to the project development, payment of fees and other community benefits including:
 - Affordable Housing. The developer has agreed to provide 100% affordable, deed-restricted units, which will be available to low and very-low income households for a period of 55 years.
 - Parks In-Lieu Fee. The developer has agreed to pay the City \$5,000 per unit towards future parks acquisition and development.

CEQA – Mitigated Negative Declaration.

The City, as lead agency for the proposed Project under the California Environmental Quality Act (“CEQA”) prepared and circulated a Mitigated Negative Declaration (MND) for the proposed development, which analyzed the Project and identified any potential environmental impacts along with mitigation measures that would reduce those impacts to a less than significant level. The MND was released for the required 20-day public review period on July 20, 2023, and closed on August 8, 2023. A copy of the response and final mitigated negative declaration is provided as Attachment 6. The MND identified the following areas, which required mitigation measures in order to be considered less than significant impacts:

- Biological Resources
- Cultural Resources
- Geology and Soils
- Noise
- Transportation/Traffic
- Tribal Cultural Resources

With the mitigation measures incorporated into the Mitigation Monitoring and Reporting Program included, the environmental analysis concluded that the project will not have a significant impact on the environment. Examples of mitigation measures include a pre-construction breeding bird survey, construction management plan for review by the City Traffic Engineer, and retention of Native American Monitor prior to commencing any ground disturbing activities, among others.

The site and architectural design of the Project maintains appropriate density, setbacks, massing, open space, parking, and vehicular and pedestrian access. The Project incorporates enhanced design, including colors and materials that give the development an appealing quality. The proposed design site layout and amenities provided will allow the subject site to transition into a high-quality residential development that will integrate with the surrounding existing development. The proposed step-down to two stories of the northern building (Building 4), along with the proposed setback of 21 feet, provides adequate buffer to the existing single-family home to the north. The proposed Project will promote development affordable housing on a site identified by the City as appropriate for low-income housing, and the project will provide housing for low, very-low, and extremely-low housing furthering the City's Regional Housing Needs Assessment (RHNA) obligation. The project also furthers public interested by addressing the shortage of affordable housing in the community, balanced against the public service needs of the existing residents and the fiscal and environmental resources available.

The Planning Commission held a public hearing on September 13, 2023 and recommended unanimously that the City Council approve the proposed land use entitlements for the Project.

If after holding a public hearing, the City Council votes to approve the proposed General Plan Amendment, Zoning Change, and Development Agreement, staff recommends the City Council also approve an amendment to the DDA described below.

C. DDA Amendment – Extension of Project Schedule

The DDA between the parties anticipated a decision on the Project entitlements within two hundred seventy (270) days after execution of the DDA, and the closing of escrow no later than December 31, 2023. However, delays in finalizing the entitlements have precluded the Developer from completing their applications for tax-exempt bonds and tax credits that are expected to finance construction. There are no additional tax exempt/tax credit application cycles for 2023, meaning without an extension the Developer will be unable to close before the scheduled expiration date of December 31, 2023.

As a result, if the City Council approves the entitlements, staff recommends the City Council take separate action and approve an Amendment to the DDA attached to this report. The DDA Amendment extends the deadline to close escrow by two years to December 31, 2025, to allow Developer time to apply for future tax exempt bonds and tax credits. The Developer intends to apply for the next tax exempt bond/tax credit cycle in February 2024, and apply for additional application rounds, as necessary.

PUBLIC HEARING NOTICE

Notice of public hearing for the land use entitlements was posted at City Hall, the Buena Park Library, and the Ehlers Event Center on September 28, 2023. A total of 27 notices were mailed to property owners surrounding the subject property on September 29, 2023, and newspaper notice was published on September 29, 2023. As of the printing of this report, no public comments have been received.

BUDGET IMPACT

There is no new budget impact with this item.

Attachments

City Council GP-22-2 Resolution.pdf

City Council Z- 22-2 Ordinance.pdf

City Council DA-22-1 Ordinance.pdf

Development Agreement DA-22-1.pdf

City Council MND 22-2 Resolution.pdf

PC Reso 6294 GP-22-2.pdf

PC Reso 6295 Z-22-2.pdf

PC Reso 6296 DA-22-1.pdf

PC Reso 6297 MND-22-2.pdf

FINAL DDA - C&C Development (fully executed).pdf

First Amendment to Affordable Housing Disposition and Development Agreement - Buena Park_FINAL_9.26.23.pdf

RESOLUTION NO. _____
GENERAL PLAN AMENDMENT NO. GP-22-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT GP-22-2, MAKING AMENDMENT TO THE GENERAL PLAN LAND USE MAP OF THE LAND USE AND COMMUNITY DESIGN ELEMENT OF THE GENERAL PLAN, CHANGING THE LAND USE FROM "COMMERCIAL" TO "GENERAL MIXED-USE" FOR CERTAIN PROPERTY LOCATED AT 7101 LINCOLN AVENUE (APN: 135-192-50)

A. Recitals.

(i) The City Council of the City of Buena Park adopted the Buena Park General Plan as required by law on December 7, 2010, through the adoption of Resolution No. 12497.

(ii) C&C Development Co. LLC, applicant, 14211 Yorba Street, Suite 200, Tustin, CA 92780, on behalf of City of Buena Park, property owner, 6650 Beach Boulevard, Buena Park, CA 90620 has filed an application for General Plan Amendment GP-22-2 to change the land use designation from Commercial to General Mixed-Use on certain property located at 7101 Lincoln Avenue, in the City of Buena Park, California.

(iii) On September 13, 2023 following a duly noticed public hearing, as required by law, the Planning Commission of the City of Buena Park adopted a Resolution recommending that the City Council adopt General Plan Amendment GP22-2, amending the General Plan Land Use Map of the Land Use and Community Design Element of the General Plan.

(iv) The City Council has reviewed and considered all components of the proposed General Plan Amendment GP-22-2 from 'Commercial' to 'General Mixed Use' land use designation and Mitigated Negative Declaration MND-22-2 and concluded its public hearing prior to adoption of this Resolution

(v) On October 10, 2023 the City Council of the City of Buena Park conducted a duly noticed public hearing as required by law to consider the proposed General Plan Amendment GP-22-2. Said public hearing was concluded prior to the adoption of this Resolution.

(vi) All legal prerequisites to the adoption of the Resolution have occurred.

B. Resolution.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby find, determine and resolve as follows:

1. The proposed General Plan Amendment will be consistent with the goals,

policies, purposes, objectives, and programs of the City's General Plan. The proposed General Plan Amendment will provide additional affordable housing to enhance the viability of the City's residential development consistent with the General Plan with policies including, but is not limited to:

Policy LU-4.3: Promote the clustering of development adjacent to transportation facilities including amenities to encourage transportation and service nodes.

Policy LU-5.1: Ensure Buena Park is in compliance with applicable state and regional housing mandates.

Policy LU-6.1: Provide for housing opportunities that address the needs of those who currently live or desire to live in Buena Park.

Policy LU-6.3: Locate affordable housing adjacent to jobs, retail, schools, open space, and public transportation.

Policy LU-6.5: Encourage integration of residential uses within mixed-use development.

Policy LU-6.6: Provide a wide range of housing options for Buena Park residents, including owner and rental housing adjacent to jobs, shopping, and transit.

Policy LU-8.1: Encourage a variety of creative methods for supplying affordable housing.

2. The proposed General Plan Amendment will promote the orderly development of the City and the public health, safety, and welfare by enhancing and maintaining sound and logical land use and development practices guided by the Land Use & Community Design Element.

3. The proposed General Plan Amendment will increase and not diminish the land available for housing within the City. The proposed General Plan Amendment will provide added housing opportunities to enhance the viability of the City's affordable housing supply.

4. The proposed General Plan Amendment will maintain and improve the viability of the housing stock within the area in a manner consistent with the character of surrounding neighborhoods and will promote the orderly development of the subject property.

5. The proposed General Plan Amendment will promote maintenance and improvement within the area, thereby enhancing and conserving the neighborhood property values.

6. The City Council finds that General Plan Amendment GP-22-2 will have a positive effect on land available for housing within the City. The Project will provide added housing opportunities to enhance the viability of the City's housing supply.

7. The City Council finds that General Plan Amendment GP-22-2 will encourage the Applicant to improve the property with the highest and best land uses for the

subject property. The proposed General Plan Amendment will provide additional land for affordable residential development.

8. The City Council finds that facts supporting the above-specified finding are contained in the staff report and exhibits, and information provided to this Council during the public hearing conducted with respect to the Project.

9. The City Council has reviewed and considered all components of the requested General Plan Amendment including compliance with CEQA through the preparation of an Initial Study/ Mitigate Negative Declaration (IS/MND) by separate resolution adopted with consideration of this resolution, the City Council has determined that the IS/MND is legally adequate and that the Project would not result in any new or substantially more severe significant environmental impacts than those considered and addressed in the IS-MND.

10. The City Council of the City of Buena Park hereby approves and adopts General Plan Amendment GP-22-2, amending the Land Use and Community Design Element.

11. The City Clerk shall Certify to the adoption of this Resolution.

PASSED AND ADOPTED this 10th day of October 2023 by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

ATTEST:

Mayor

City Clerk

ORDINANCE NO. _____
ZONE CHANGE NO. Z-22-2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING ZONE CHANGE Z-22-2 FROM COMMUNITY SHOPPING TO GENERAL MIXED-USE (GMU) PERTAINING TO PROPERTY LOCATED AT 7101 LINCOLN AVENUE (APN: 135-192-50) WITHIN THE CITY OF BUENA PARK

A. Recitals.

(i) C&C Development Co., LLC or “Applicant” has filed an application to redevelop real property located at 7101 Lincoln Avenue (“Site”) with 55 total residential units, 82 parking spaces and other site improvements (“Project”). Applicant also submitted applications to amend the General Plan (General Plan GP-22-2), rezone the Site, and a Development Agreement.

(ii) Pursuant to Section 19.504.020(E) of the City’s Municipal Code, the General Mixed-Use (“GMU”) zoning district authorizes high-density residential and neighborhood commercial uses. The GMU zoning district is intended to be individually designed to meet the needs of the subject property, with the uses and development standards applicable to the subject property reflected in a regulatory plan or development agreement. The regulatory plan for the Project is set forth in the Development Plan attached as Exhibit “C” to the Development Agreement for the Project.

(iii) On September 13, 2023, following a duly noticed public hearing, as required by law, the Planning Commission of the City of Buena Park adopted a Resolution No. 6295 recommending that the Council adopt Zone Change Z-22-2.

(iv) On October 10, 2023 the City Council of the City of Buena Park conducted a duly noticed public hearing as required by law to consider the proposed Zone Change Z-22-2, and has reviewed and considered all components of the proposed Zone Change Z-22-2 to change the zoning at the subject property from Community Shopping (CS) to General Mixed-Use (GMU), City Council concluded its public hearing prior to adoption of this Ordinance. City Council has considered and approved the Mitigated Negative Declaration No. MND-22-2 under separate Resolution prior to taking any approval actions on the Project.

(v) All legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Buena Park does ordain as follows:

Section 1. The City Council hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to the City Council during the above-referenced hearing, including written staff reports, verbal testimony, and Development Plans stamped "RECEIVED SEP 5 2023 PLANNING DIV" the City Council hereby specifically finds as follows:

a. The proposed Zone Change will be in conformance with the City's General Plan as amended and will facilitate affordable residential development opportunity resulting in additional housing to enhance the viability of the City's residential development. The Project further conforms to the General Plan goals and policies for the reasons set forth in Resolution for General Plan Amendment No. GP-22-2, which findings are incorporated herein by reference.

b. The proposed Zone Change will have a positive effect on land available for housing within the City. The project will provide added affordable housing opportunities to enhance the viability of the City's housing supply. Fifteen percent of the units shall be specifically restricted for low-income households, and all units shall be restricted for affordable housing. The proposed Zone Change will provide additional land available for viable residential development within the City, but will not create substantial demands for new infrastructure. Adequate infrastructure and utilities are available in the area to serve the Site and no substantial new infrastructure is required.

Section 3. The proposed Zone Change will promote the orderly development of the City and public health, safety and welfare. The proposed Zone Change will facilitate residential development with provision of additional housing in a high-quality setting. The proposed Zone Change does not modify any health and safety regulations. In addition, the proposed Zone Change will facilitate residential development with the provision of affordable housing in a high-quality setting.

Section 4. The proposed Zone Change will encourage the applicant to improve the property with the highest and best land uses for the subject property. The proposed Zone Change will provide additional land for viable residential development consistent with the vision and character of the area as defined by the General Plan. General Plan Amendment GP22-2 changes the General Plan Land Use designation of the Site from Commercial to General Mixed Use.

Section 5. The proposed Zone Change will promote maintenance and improvement within the area, thereby enhancing and conserving the neighborhood values. The proposed Zone Change will promote the orderly development of the Site and conserve neighborhood property values by converting the existing commercial building into a affordable multi-family residential development.

Section 6. The proposed project has been reviewed pursuant to CEQA through the preparation of Mitigated Negative Declaration. By separate resolution adopted with consideration of this resolution, the City Council has determined that the Mitigated Negative Declaration is legally adequate and has concluded that the Project would not result in any new or substantially more severe significant environmental impacts than those considered and addressed by the mitigation measures included therein.

Section 7. The City Council hereby approves Zone Change Z-22-2 thereby modifying the zoning from Community Shopping (CS) to General Mixed-Use (GMU) on property located at 7101 Lincoln Avenue and further finds that the permitted uses, development standards, and use regulations applicable to the development of the Site shall be those established in the Development Plan, attached as Exhibit "B" to the Development Agreement. The standards established in the Development Plan, adopted by this Ordinance, shall control and govern development of the Site notwithstanding any contrary provision in the City's Zoning Code, including but not limited to any greater restrictions on the use of buildings or premises, height of buildings, or parking requirements.

Section 8. Pursuant to Section 19.128.040, the rezoning application and Development Plan satisfies the submittal requirements for Site Plan review. City Council's approval of the Zone Change and Development Plan shall constitute Site Plan review approval under the City's Municipal Code.

Section 9. Civil Remedies Available. A violation of any of the provisions of this Ordinance shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisance.

Section 10. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 11. The Director of Community and Economic Development shall cause a Notice of Determination to be filed regarding Zone Change Z-22-2 in accordance with the law.

Section 12. The City Clerk shall certify to the passage of this Ordinance.

PASSED AND ADOPTED this 10th day of October by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

Mayor

ATTEST:

ORDINANCE NO.

Page 4

City Clerk

I, Adria M. Jimenez, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the 10th day of October 2023.

City Clerk

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING THAT DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT DA-22-1" CONCERNING PROPERTY LOCATED AT 7101 LINCOLN AVENUE, BUENA PARK, CALIFORNIA AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME ON BEHALF OF THE CITY OF BUENA PARK.

A. Recitals.

(i) California Government Code § 65864 now provides, in pertinent part, as follows:

"The Legislature finds and declares that:

"(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

"(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development."

(ii) California Government Code § 65865 provides, in pertinent part, as follows:

"Any City ..., may enter into a development agreement with any person having a legal or equitable interest in real property for the development of such property as provided in this article ..."

(iii) California Government Code § 65865.2 provides as follows:

"A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provision for reservation or dedication of land for public purposes. The development agreement may include conditions, terms, restrictions and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement ..."

(iv) Attached to this Ordinance, marked Exhibit "1" and incorporated herein by reference, is a proposed Development Agreement DA-22-1, concerning that property located at 7101 Lincoln Avenue in the City of Buena Park, and as legally described within the attached Exhibit "A." Hereinafter in this Ordinance, that agreement attached hereto as Exhibit "1" is referred to as "the Development Agreement."

(v) On September 13, 2023, the Planning Commission of the City of Buena Park conducted a duly noticed Public Hearing to construct a 55-unit affordable apartment development with related parking and site improvements located at 7101 Lincoln Avenue, Buena Park, California and making the findings in support thereof.

(vi) The Planning Commission has reviewed and considered all elements of the proposed Development Agreement DA-22-1 and concluded its public hearing prior to adoption of its Resolution No. 6296 recommending approval and certification to the City Council.

(vii) On October 10, 2023, this City Council has heretofore conducted a duly noticed public hearing concerning the potential adoption of the Development Agreement and said public hearing was concluded prior to the adoption of this Ordinance

(viii) All legal prerequisites to the adoption.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Buena Park does ordain as follows:

Section 1. This City Council hereby specifically finds that all the facts set forth in the Recitals, Part A, of Resolution No. 6296 are true and correct.

Section 2. The City Council has adopted a separate Resolution certifying Mitigated Negative Declaration pertaining to this project.

Section 3. This City Council specifically finds:

a. The location, design, and proposed affordable housing development set forth in the Development Agreement will be compatible with the existing and anticipated development in the vicinity. The proposed project, as conditioned, includes appropriate development features consistent with applicable standards and is consistent with the long-term vision for the area.

b. The Development Agreement will continue to produce an environment of stable and desirable character, will not significantly impact traffic on the surrounding streets, and will include adequate on-site circulation as well as improved pedestrian access. The proposed project will assist in creating additional affordable housing within the City and will help meet the needs of the City's population.

c. The proposed project and improvements will enhance site and area aesthetics. The proposed project and improvements will be compatible with the

design standards for multifamily residential development and will enhance site utility. Furthermore, the Development Agreement will promote the orderly development of the project area along with the public health, safety and welfare.

d. In conjunction with the associated General Plan Amendment and Zone Change, the Development Agreement will conform with the City of Buena Park's General Plan and Zoning Ordinance requirements. The proposal will promote the maximum efficient utilization of the site. The proposal furthers the goals of the City's General Plan Housing Element for additional affordable housing and will be compatible with the character of the area.

Section 4. It is expressly found that the public necessity, general welfare and good zoning practice require approval of Development Agreement DA-22-1.

Section 5. This City Council hereby adopts Development Agreement DA-22-1, attached hereto as Exhibit "1".

Section 6. This City Council hereby authorizes and directs the Mayor and City Clerk to execute the Development Agreement DA-22-1 on behalf of the City of Buena Park forthwith upon adoption of this Ordinance.

Section 7. Notwithstanding any other provision hereof, if C&C Development Inc, by and through its authorized officer(s), fails to record said Development Agreement DA-22-1 within ten days after the effective date thereof, this Ordinance shall become null and void and of no further force and effect and said Development Agreement DA-22-1 shall thereafter be deemed, for all purposes, to have been denied.

Section 8. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner required by law.

PASSED AND ADOPTED this 10th day of October, 2023 by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the 10th day of October 2023.

City Clerk

**Record At The Request Of And
When Recorded Mail To:**
Adria M. Jimenez City Clerk
6650 Beach Boulevard Post Office
Box 5009
Buena Park, California 90622

**DEVELOPMENT AGREEMENT NO. DA [DA-22-1]
CONCERNING PROPERTIES LOCATED AT 7101 LINCOLN AVENUE
(APN135-192-50), BUENA PARK, CALIFORNIA**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is dated for reference as of this _____ day of _____ 2023 (“Agreement Date”), and is entered into by and between C & C DEVELOPMENT CO., LLC a California limited liability company (“Developer”), and the CITY OF BUENA PARK, a California municipal corporation and charter city organized and existing under the laws of the State (“City”).

WITNESSETH:

A. Recitals.

(i) City owns that certain real property located property located at 7101 Lincoln Avenue, City of Buena Park, California 90620 (Orange County Assessor Parcel No. 135-192-50), comprised of approximately 1.35 acres and more specifically described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter "the Site").

(ii) By way of that certain AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT previously entered into between City and Developer dated August 24, 2021 (“DDA”), the City has agreed to sell the Site to Developer subject to the terms and conditions set forth in the DDA, including Developer’s commitment to develop and use the Site for a 55-unit, three-story, rental multi-family affordable housing development as such “Project” is more specifically defined in the DDA.

(iii) Among the closing conditions specified in the DDA is the requirement for Developer to obtain the discretionary land use approvals needed to develop and operate the Project on the Site, and the following land use entitlements (collectively the “Entitlements”) have been granted or otherwise issued by the City prior or concurrently with the City Council’s consideration of this Agreement, and which are expressly incorporated into and made a part of this Agreement:

(a) *Environmental Compliance.* The potential environmental impacts of the Project have been reviewed and evaluated by the City pursuant to the California Environmental Quality Act (“CEQA”), and in accordance with the recommendation of the Buena Park Planning Commission (“Planning Commission”), the City Council has approved an Initial Study and Mitigated Negative Declaration (“MND”) finding that, on the basis of the whole record, there is no substantial evidence that Project will have a significant effect on the environment as a whole.

(b) *General Plan Amendment.* Consistent with the recommendation of the Planning Commission, and after holding a duly noticed public hearing, the City Council adopted Resolution No. _____ approving amendments to the Buena Park General Plan (“GP Amendment”) to allow residential use of the Site subject to a development agreement as defined in Recital A(iv) below, and to establish residential density standards with density bonuses for affordable housing for the Project, based on the City Council’s finding that, on the basis of the whole record, the proposed high-density residential use is consistent with the vision and desired urban form of long-term development of the area surrounding the Site;

(c) *Zoning Amendment.* Consistent with the recommendation of the Planning Commission, and after holding a duly noticed public hearing, the City Council adopted Ordinance No. ___ changing the zoning designation of the Site from “Community Shopping (CS) to “General Mixed Use (GMU)” to permit high density residential subject to the City’s approval of a statutory development agreement as defined in Recital A(iv) below.

(d) *Enacting Ordinance.* Consistent with the recommendation of the Planning Commission, and after a holding duly noticed public hearing, the City Council adopted the Enacting Ordinance defined in Recital A(xii);

(iv) California Government Code section 65864, *et seq.* (the “Development Agreement Law”) authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property, with the development agreement prescribing the permissible land uses and development controls for the subject property.

(v) Developer has a legal or equitable interest in the Site by way of the DDA, and Developer and City desire to enter into this Agreement pursuant to the Development Agreement Law to provide specific controls for development and operation of the Project on the Site, and to provide for efficient utilization of the Site in a manner that is consistent with General Plan, the Zoning Code, and sound land use and planning principles.

(vi) In addition to other public and private benefits flowing to the Parties by virtue of this Agreement and the DDA, the Parties desires to secure the benefits afforded by the Developer Agreement Law and receive the assurance that the Site may be developed in accordance with the General Plan, Zoning Code, and other laws and regulations of the City in effect as of the date hereof.

(vii) Prior to the City Council’s consideration of the Entitlements and this Agreement, and after holding a duly noticed public hearing on September 13 2023, the Planning Commission adopted a Resolution recommending that the City Council approve the Entitlements and this Agreement.

(viii) City has given notice of its intention to adopt this Agreement, and on October 10, 2023, the City Council held a duly noticed public hearing and adopted Ordinance No. ___, (“Enacting Ordinance”) approving this Agreement with Developer, and the Enacting Ordinance became effective as of ___, 2023.

NOW, THEREFORE, the City and Developer (at times herein individually a “Party” and jointly the “Parties”) hereto agree as follows:

B. Agreement.

1. Definitions. In this Agreement, and in addition to the capitalized terms and phrases defined elsewhere herein, the following capitalized terms shall mean as follows:

a. “Certificate of Completion” means the written certification from City that construction of the Project has been completed in compliance with the terms and conditions of the DDA, the form of which is attached as Exhibit G to the DDA, and which is to be recorded on the Site by Developer upon issuance by City.

b. “DDA” means that certain AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT previously entered into between City and Developer dated August 24, 2021 (“DDA”), together with Exhibits A through L, inclusive, attached to the DDA. A true and correct copy of the DDA may be obtained from the Office of the Buena Park City Clerk, located at 6650 Beach Blvd., Buena Park, California, 90622, during the City’s regular business hours.

c. "Development Plan" are those plans, specifications, and images for the Project attached hereto as Exhibit "B" and incorporated herein by this reference.

d. “Effective Date” means the date of the recording of this Agreement on the Site in the Official Records of the County of Orange, as required by Section 31 hereof.

e. "Project" means the construction and development of the Site with the “Project” as such term defined in Section 1.158 of the DDA (a fifty-five (55) unit, three (3) story, rental multi-family housing development that is affordable to households earning less than 70% of AMI for the region, excluding the manager’s unit, including all required or associated on-site and off-site improvements, all hardscape and all landscaping, and improvements), as such Project is more specifically defined in the Development Plan and Entitlements.

2. Recitals. The recitals are true, correct, and a part of this Agreement and shall be enforceable as any other provision of this Agreement.

3. Interest of Developer. Developer warrants and represents that: (a) it has a legal or equitable interest in the Site; (b) that it has full legal right to enter into this Agreement; and (c) that the persons executing this Agreement on behalf of Developer have been duly authorized to do so.

4. Binding Effect of Agreement.

a. Developer hereby subjects the Project and the Site to the covenants, reservations and restrictions as set forth in this Agreement. The City and the Developer hereby declare their

specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Developer's successors and assigns in title or interest to the Project for the Term of this Agreement. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

b. The City and Developer hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Site by Developer and the future occupants of the Project, as the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which this Agreement was adopted.

5. Relationship of Parties. It is understood that the contractual relationship between City and Developer is such that Developer is an independent party and is not and shall not be considered the agent of City for any purpose whatsoever.

6. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for ten (10) years from the Agreement Date; unless such Term is extended or earlier terminated pursuant to with the terms or conditions of this Agreement, or upon the mutual written agreement or consent of the Parties and subject to compliance with the Development Agreement Law.

7. Vested Rights. Developer shall have the vested right to develop the Project on the Site in accordance with and subject to the provisions of this Agreement, the Entitlements, the Existing Standards (defined in Section 13 below) and conditioned upon Developer's receipt of any Subsequent Approvals (defined in Section 8 below) necessary to develop the Project and operate the Permitted Use (defined in Section 14 below) on the Site. Notwithstanding the foregoing or anything contrary in this Agreement, Developer's rights under this Agreement shall automatically expire if: (a) Developer does not complete purchase of the Site by the "Escrow Closing Date" as defined in Section 1.1.32 of the DDA; or (b) if construction is not commenced within the time required by Section 9 of this Agreement.

8. Subsequent Approvals. Certain subsequent permits and approvals, in addition to the Existing Approvals, will be necessary for Developer's development and operation of the Project on the Site as contemplated by this Agreement including, without limitation: demolition permits, excavation permits, grading permits, building permits, sewer and water connection permits, certificates of occupancy, and similar permits and approvals, or any amendments to, or repealing of, any of the foregoing ("Subsequent Approvals"). The conditions, terms, restrictions, and requirements associated with any such Subsequent Approvals shall be consistent with the Existing Standards (except as otherwise provided in Section 13) and, if Developer submits a completed application for any such Subsequent Approvals for the Project or Permitted Use that is consistent with this Agreement, and provided that Developer is not in default of this Agreement, such application shall not be unreasonably delayed or denied by the City. The City shall review, consider, and make a final determination on applications from Developer for Subsequent

Approvals in accordance with and subject to the provisions of this Agreement, the Entitlements, and the Existing Standards (defined in Section 13 below).

9. Construction Schedule. Developer shall obtain building permits and commence construction of the Project, and thereafter diligently proceed with and complete construction of the Project, in compliance with applicable terms and conditions of the DDA, including but not limited to the terms and conditions set forth in Section 4.1 (Developer Covenant to Undertake Project), Section 4.3 (Construction Start and Completion of Project), and Section 4.5 (Schedule of Performance), and the times and deadlines set forth in Exhibit C (Schedule of Performance) of the DDA. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that failure of the parties to provide for the timing of development resulting in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right (without obligation), subject to the provisions of this Agreement, to complete the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

a. **Expiration.** Notwithstanding any contrary term or provision of this Agreement, if Developer does not own the Site by the Escrow Closing Date, as defined in Section 1.1.33 of the DDA, or if construction of the Project pursuant to a building permit issued by the City is not commenced within two years after the Effective Date of this Agreement, Developer's vested right to proceed with construction and operation of the Project on the Site shall automatically expire. Nothing in this subdivision shall be deemed to modify or amend the times or deadlines set forth in Exhibit C (Schedule of Performance) to the DDA.

b. **Extensions.** Developer may submit an application to the City seeking to extend the deadline to commence construction of the Project before expiration of the original deadline, or an extension of the deadline to complete construction of the Project before expiration of the original deadline. A first-time extension may be granted by the Director of Community Development subject to and in accordance with the provisions of Section 19.128.100 of the Buena Park Municipal Code. For any additional extensions, the Planning Commission, or the City Council on appeal, may grant an extension (or extensions) of such original deadline with each extension not exceeding one year from the original deadline, if the Planning Commission, or the City Council on appeal, finds that the earlier deadline is found to present an undue hardship with respect to implementing the Permitted Use and development of the Site, and such extension would not be materially detrimental to the public health, safety, and welfare in light of the facts and circumstances existing at the time. Extensions of time to perform this Agreement shall not apply to the DDA, with any extensions of time to perform the DDA being governed by the terms and conditions of the DDA.

10. Permitted Delays.

a. **Unavoidable Delay.** The Term as set forth in Section 6, and the time within which either party shall be required to perform any act under this Agreement, shall be extended for "Unavoidable Delay" as defined in Section 1.1.88 of the DDA and governed by the provisions of Section 8.7 of the DDA.

b. Extension of Term Due to Legal Action or Referendum. If any litigation is filed challenging this Agreement or any of the Entitlements that has the direct or indirect effect of delaying the effectiveness of this this Agreement or any of the Entitlements, including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Entitlement is suspended pending the outcome of an electoral vote on a referendum, then the Term of this Agreement and all Entitlements shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension to date of final disposition of such litigation or suspension, including any applicable periods of appeal. The parties shall document the start and end of an extension pursuant to this Section within thirty (30) days of the applicable dates.

11. Assignment. Developer's identify, experience, and capacity to complete the Project are important to City. Except as permitted by the DDA, prior to issuance of a final Certificate of Completion for the Project Developer shall not assign or transfer this Agreement or the Site, in whole or in part, without the advance written approval of the City, which the City may grant or deny in the exercise of its independent discretion. Upon and after the issuance of a Certificate of Completion for the Project, Developer's rights to sell, mortgage, hypothecate, assign, or transfer the Site to any person or entity shall be governed by the terms and conditions of the DDA; and if this Agreement is then in effect, any such transfer shall be conditioned upon the Developer causing to be executed and delivering to the City a fully executed assignment and assumption agreement in substantially the form provided as Exhibit C ("Assignment and Assumption") and shall provide the City with written notice of the effective date of a transfer of any right, title or interest in any portion of the Site within ten (10) days after such effective date. Upon the execution and delivery of the Assignment and Assumption, Developer shall be released from any prospective liability or obligation under the Agreement with respect to those rights, duties, obligations or interests and real property so transferred. The written assumption by the assignee of all of the obligations of Developer under this Agreement pursuant to any such transfer shall relieve Developer, without any act or concurrence by the City, of its legal duty to perform those obligations except to the extent that Developer is in default with respect to any and all obligations at the time of the proposed transfer.

12. General Standards and Restrictions Pertaining to Development of the Site. The following specific restrictions shall apply to the Site pursuant to this Agreement:

a. Developer shall have the right to develop the Project and operate the Permitted Use on the Site in accordance with and subject to the terms and conditions of this Agreement, the Entitlements, Existing Standards, and other applicable laws and regulations, and City shall have the right to control development and use of the Site in accordance with the foregoing.

b. The type, density, intensity, and configuration of use allowed, size, and location of the building and other improvements and provisions for the reservation or dedication of land for public purposes, location of public improvements, together with other terms and conditions of development applicable to the Site, shall be as set forth in this Agreement and the Entitlements.

c. Any and all public improvements including, but not limited to, landscaping,

irrigation, sidewalk, and curb and gutter, as set forth in the Development Plan, attached hereto as Exhibit "B" shall be installed by the Developer.

13. Effect of City Regulations on Development of Project. Except as expressly provided in this Agreement, all substantive and procedural requirements and provisions contained in the City's ordinances, specific plans, rules and regulations, including but not limited to the Entitlements, Buena Park Municipal Code, and Zoning Code in effect as of the Effective Date of this Agreement, shall apply to the construction and development of the Project and Site ("Existing Standards").

a. The provisions of this Section 13 shall not preclude the application to the development of the Site those changes in City ordinances, regulations, plans or specifications which are specifically mandated and required by changes in state or federal laws or regulations as provided in California Government Code Section 65869.5 or any successor provision or provisions. In the event such changes in the law prevent or preclude compliance with one or more of the provisions of the Agreement, such provisions of the Agreement shall be modified or suspended or performance thereof delayed, as may be necessary to comply with such changes in the law.

b. Developer shall pay the following fees prior to building permit issuance: (i) in lieu park fees to the City in the amount of \$5,000 per unit as mandated by City Ordinance No. 1416.

c. The payment of fees associated with the construction of the Project, including land use approvals, development fees, building permits, etc., shall be pursuant to those fees in effect at the time of the Agreement Date.

d. City may apply any and all new ordinances, rules, regulations, plans and specifications to the development of the Site after the Agreement Date provided such new rules and regulations apply on a Citywide basis and do not conflict with the Existing Standards, this Agreement, or the Entitlements.

e. Nothing herein shall prevent the application of health and safety regulations (i.e., fire, building, seismic, plumbing and electric codes) that become applicable to the City on a Citywide basis.

14. Permitted Uses. The uses allowed on the Site, the density and intensity of such uses, the maximum height and size of proposed buildings, and other terms and conditions applicable to the Site shall be those set forth in this Agreement and the Entitlements.

15. Annual Review. During the term of this Agreement, City shall annually review the extent of good faith compliance by Developer with the terms of this Agreement. Upon request or demand from the City, Developer shall file an annual report with the City regarding compliance with the terms of this Agreement no later than the anniversary of the Agreement Date. Developer shall have the right to cause the annual report to be filed by any lessee then occupying the Site provided, however, that Developer shall remain primarily responsible for such filing.

16. Indemnification and Legal Challenge.

a. To the maximum extent permitted by law, Developer agrees to indemnify, defend (upon written request by the City and with counsel of the City's choice) and hold harmless the Indemnified Parties, from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses, including, but not limited to reasonable attorney's fees of counsel retained by the Indemnified Parties, expert fees, costs of staff time, and investigation costs, of whatever kind or nature, that are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of the Developer or the Developer's officers, agents, employees, independent contractors or subcontractors of any tier, relating in any manner to this Agreement, any work to be performed by the Developer related to this Agreement, the Site, or the Project, or any authority or obligation exercised or undertaken by the Developer under this Agreement, except to the extent caused by or resulting from the gross negligence or willful misconduct of any of the Indemnified Parties. Without limiting the generality of the foregoing, the Developer's obligation to indemnify the Indemnified Parties shall include injury or death to any person or persons, damage to any property, regardless of where located, including the property of the Indemnified Parties, any workers' compensation or prevailing wage determination, claim or suit or any other matter arising from or connected with any goods or materials provided or services or labor performed regarding the Project or the Site on behalf of the Developer by any person or entity.

b. In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this Agreement or the Entitlements, Developer shall indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses, including attorney's fees, incurred by and/ or awarded against any of the Indemnitees in relation to such legal action. City shall have the right to select counsel of its choice. The parties hereby agree to cooperate in defending such action. City will not voluntarily assist in any such third-party challenge or take any position adverse to Developer in connection with such third-party challenge. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, Developer may elect to continue development under this Agreement pending completion of the litigation but it shall do so at its sole and exclusive risk, and City shall not be liable for any loss or any kind or nature suffered as a result thereof.

17. **Amendments.** This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in California Government Code § 65868, *et seq.*, or successor provisions thereto.

18. **Minor Amendments to Development Plan.** Upon the written application of Developer:

a. Minor modifications and changes to the Development Plan may be approved by the Director of Community Development pursuant to Section 19.128.100 of the Buena Park Municipal Code, without requiring public notice or hearing or approval by City Council. The Director's determination may be appealed pursuant to Section 19.128.020(H) of the Buena Park Municipal Code.

b. Changes to the Development Plan, other than minor modifications and changes as

determined by the Director of Community Development, shall be processed as an amendment to this Agreement pursuant to Section 17 of this Agreement.

19. Enforcement. In the event of a default under the provisions of this Agreement by Developer, City shall give written notice to Developer (or its successor) by registered or certified mail addressed at the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after such notice is given, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within said thirty (30) days and must thereafter be diligently pursued by Developer), then City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, City may bring any action necessary to specifically enforce the obligations of Developer growing out of the operation of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Developer of any provision of this Agreement, or apply for such other relief as may be appropriate. Before sending a notice of default in accordance with this, the party asserting that the other party has failed to perform or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than thirty (30) days, to respond to or cure such alleged failure.

20. Event of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions:

a. If a material warranty, representation or statement is made or furnished by Developer to City and is false or proved to have been false in any material respect when it was made;

b. If a finding and determination is made by City following an annual review pursuant to Section 15 hereinabove, upon the basis of substantial evidence, that Developer has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as described in Section 19 hereinabove; or

c. A breach by Developer of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in Section 19 above.

21. No Waiver of Remedies. City does not waive any claim of defect in performance by Developer if on periodic review City does not enforce this Agreement. Nonperformance by Developer shall not be excused because performance by Developer of the obligations herein contained would be unprofitable, difficult or expensive or because of a failure of any third party or entity, other than City. Subject to the limitations set forth in Section 22, all other remedies at law or in equity which are not otherwise provided for in this Agreement are available to the parties to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

22. City Not Liable For Damages. It is acknowledged by the parties that the City would not

have entered into this Agreement if it could be held liable in damages under or with respect to this Agreement or the application thereof. Consequently, and except for the payment of attorney's fees in accordance with this Agreement, the City shall not be liable in damages to the Developer, or to any assignee, transferee or any other person, and the Developer covenants on behalf of itself and its successors in interest not to sue for or claim any damages:

a. For any breach of this Agreement, or any breach arising out of or relating to this Agreement;

b. For the taking, impairment or restriction of any right or interest conveyed or provided hereunder or pursuant hereto;

c. Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement; or

d. For any injury to or interference with the rights of the property owner, allegedly or actually arising out of, or incurred in connection with, the parties entering this Agreement, or their exercise of any rights under this Agreement.

Therefore, City and Developer agree that, in the event of a breach of this Agreement, each of the parties hereto may pursue the following: (a) specific performance; (b) suits for declaratory or injunctive relief; (c) suits for mandamus or special writs; or (d) cancellation of this Agreement. The parties hereby warrant that each enters into this Agreement with the understanding that if the City defaults on its obligations under this Agreement due to an action taken by the electorate of the City in the exercise of the reserved powers of initiative and referendum, this Agreement shall be modified or suspended to the extent required by California Government Code Section 65869.5 and the Developer's right to seek specific performance, a writ of mandate, or other mandatory relief shall be limited by such force as the action taken by the electorate may have in light of state law as determined by any court of competent jurisdiction, in which case the Developer's principal remedy shall lie in reformation of this Agreement.

23. Rights of Lenders Under this Agreement. Should Developer place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary ("Lender") of said encumbrance or lien shall have the right at any time during the term of this Agreement and the existence of said encumbrance or lien to:

a. Do any act or thing required of Developer under this Agreement, and any such act or thing done or performed by Lender shall be as effective as if done by Developer;

b. Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as "a trust deed");

c. Transfer, convey or assign the title of Developer to the Project to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a trust deed; and

d. Acquire and succeed to the interest of Developer by virtue of any foreclosure sale, whether the foreclosure sale be conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed.

e. Should any Lender require or request an amendment of this Agreement with respect to the rights and remedies granted to a Lender, City hereby agrees to execute and deliver such an amendment so long as the proposed amendment does not materially and adversely affect the rights, powers, and remedies of the City with respect to a default by Developer hereunder. In such event, Lender shall be responsible for paying City's actual costs, including attorney's fees, incurred by the City in accommodating such request.

24. Notice to Lender. City shall give written notice of any default or breach under this Agreement by Developer to Lender (if known by City) and afford Lender the opportunity after service of the notice to:

a. Cure the breach or default within thirty (30) days after service of said notice, where the default can be cured by the payment of money;

b. Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

c. Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

25. Action by Lender. Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by Developer by commencing proceedings to foreclose its encumbrance or lien on the Project. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by Developer unless:

a. They are commenced within thirty (30) days after service on Lender of the notice described in Section 24;

b. They are, after having been commenced, diligently pursued in the manner required by law to completion; and

c. Lender keeps and performs all of the terms, covenants and conditions of this Agreement requiring the payment or expenditure of money by Developer until the foreclosure proceedings are complete or are discharged by redemption, satisfaction or payment.

26. **Notice.** Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto.

To Developer: C & C Development Co., LLC
14211 Yorba St., Suite 200
Tustin, CA 92780
Attention: Todd Cottle

With copy to: Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attention: Lynn Hutchins

To City: City of Buena Park
6650 Beach Boulevard Buena Park, California
90622
Attention: Matthew Foulkes, Director of
Community Development

27. **Attorneys' Fees.** In any proceedings arising from the enforcement of this Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding (including appeals) as may be fixed within the discretion of the court.

28. **Binding Effect.** This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

29. **Applicable Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for any action or litigation brought for breach or to enforce any provision of this Agreement shall be the Superior Court of the County of Orange, California.

30. **Partial Invalidity.** If any provisions of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

31. **Recordation.** This Agreement shall, at the expense of Developer, be recorded on the Site in the Official Records of the County Recorder of the County of Orange only if and contemporaneous with the recording of the "Grant Deed" that conveys ownership of the Site from City to Developer, as such "Grant Deed" is defined in Section 1.1.40 of the DDA, and as the recording of the Grant Deed and other closing procedures are described in Article III of the DDA.

Upon the expiration of the terms of this Agreement, upon the request of the Developer, the City will execute and deliver, in recordable form, an instrument confirming that the provisions of this Agreement have expired. If this Agreement is not recorded on or before the Escrow Closing Date, as defined in Section 1.1.33 of the DDA, this Agreement shall automatically terminate and expire.

32. **Time of Essence.** Time is of the essence in every provision hereof in which time is a factor.

33. **Integrated Agreement.** This Agreement consists of this Agreement together with all Exhibits attached hereto, referenced portions of the DDA, and the referenced documents, and all of the same are hereby incorporated herein by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in the Exhibits or incorporated documents, or in any other agreement between the parties. No representation or promise, verbal or written, not expressly set forth herein shall be binding or have any force or effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Agreement Date set forth hereinabove.

CITY OF BUENA PARK,

a Municipal Corporation

Dated: _____

By: _____

Mayor

ATTEST: _____

Adria M. Jimenez, City
Clerk City of Buena Park

Approved as to form:

City Attorney

C&C DEVELOPMENT CO., LLC, a
California limited liability company
(Developer)

Dated: _____

By: _____

Todd R. Cottle, Trustee of the 2007
Todd R. Cottle and Jennifer N. Cottle
Revocable Trust, its member

Dated: _____

By: _____

Barry A. Cottle, Trustee of The Cottle
Family Trust Dated 3/8/1987, its member

Exhibit A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 172.35 FEET OF THE WEST 802.35 FEET OF THE NORTH 340.00 FEET OF THE SOUTH 380.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 135-192-50

Exhibit B
DEVELOPMENT PLAN

7101 LINCOLN AVE. APARTMENTS

RECEIVED
SEP 5 2023
PLANNING DIV



PROJECT SUMMARY:

DEVELOPMENT TEAM

C&C DEVELOPMENT
14211 YORBA STREET, SUITE 200
TUSTIN, CA. 92780
714-288-7600

ARCHITECT

IDEArc ARCHITECTURE & PLANNING
17848 SKY PARK CIRCLE, SUITE D
IRVINE, CA. 92614
949-387-4530

LANDSCAPE ARCHITECT

MJS LANDSCAPE ARCHITECTURE
507 30TH ST.
NEWPORT BEACH, CA 92663
949-675-9964
EMAIL: MARK@MJS-LA.COM

CIVIL ENGINEER

CA ENGINEERING, INC.
13821 NEWPORT AVE., STE. 110
TUSTIN, CA. 92780
949-724-9480
EMAIL: FCORNWELL@CA-ENG.NET

SITE INFO:

LOCATION
7101 LINCOLN AVE.
BUENA PARK, CA

EXISTING ZONING
CO

EXISTING USE
CO (COMMERCIAL/ VACANT)

PROPOSED ZONING
GMU (ALLOWABLE DENSITY 32 UNITS PER ACRE)

DENSITY
40.9 DU/AC
(AFFORDABLE HOUSING DENSITY BONUS)

SITE AREA
58,613.9 SQ.FT. (1.35 ACRES)

FAR/COVERAGE
TOTAL FLOOR AREA: 62,480 S.F.
BUILDABLE AREA: 21,213 S.F. = 36%

PROPOSED USE:

BUILDING TYPE
APARTMENT BUILDINGS
1 @ 12-PLEX
2 @ 14-PLEX
1 @ 15-PLEX

OCCUPANCY/CONSTRUCTION TYPE
GROUP R-2/ V-A

FIRE SUPPRESSION
FULL 13 SPRINKLER SYSTEM

NUMBER OF UNITS
TOTAL: 55
1 BED 14
2 BED 23
3 BED 18

PARKING PROVIDED
TOTAL: 82
STANDARD 41 (28 COVERED)
COMPACT 31 (3 COVERED)
ADA 10 (6 COVERED)

PARKING RATIO
1.49 (STALLS) : 1 (UNITS)

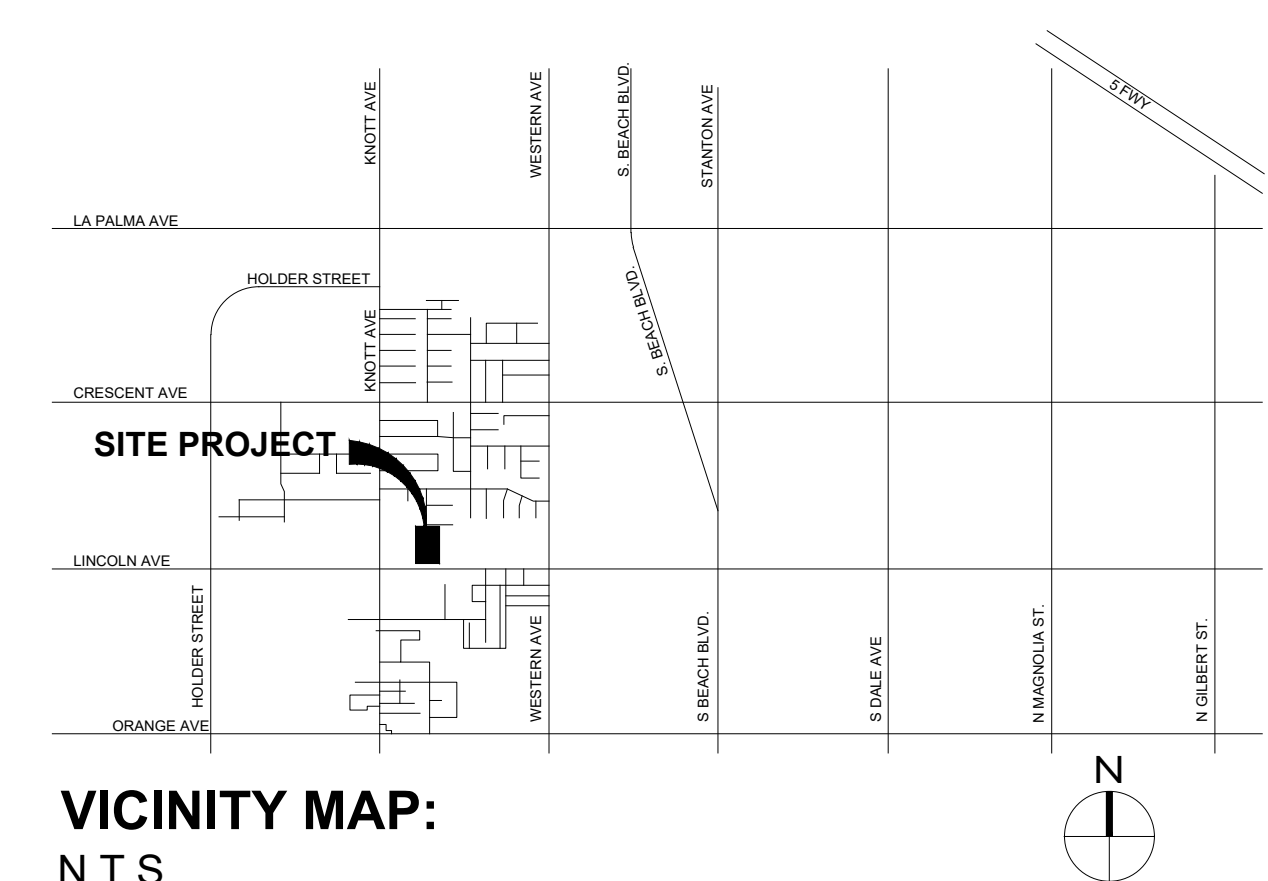
OPEN SPACE
TOTAL:
PUBLIC 8,627 SF (14.7%)
PRIVATE 3,330.1 SF (5.7%)
TOTAL 11,957.1 SF (20.4%)

SHEET INDEX:

- ARCHITECTURAL**
A01 SITE PLAN
APV PERSPECTIVES VIEWS
A01.a PRELIMINARY FIRE MASTER PLAN
A01.b PRELIMINARY OPEN AREA DIAGRAM
A01.c PRELIMINARY TRANSIT ANALYSIS
A01.d CODE ANALYSIS SITE PLAN
A01.e TRASH TRUCK TURN AROUND
A02 BLDG 1 FLOOR PLANS
A03 BLDG 1 FLOOR & ROOF PLAN
A04 BLDG 1 ELEVATIONS
A05 BLDG 2 FLOOR PLANS
A06 BLDG 2 FLOOR & ROOF PLAN
A07 BLDG 2 ELEVATIONS
A08 BLDG 3 FLOOR PLANS
A09 BLDG 3 FLOOR & ROOF PLAN
A10 BLDG 3 ELEVATIONS
A11 BLDG 4 FLOOR PLANS
A12 BLDG 4 FLOOR & ROOF PLAN
A13 BLDG 4 ELEVATIONS
A14 UNIT PLANS
A15 UNIT PLANS
A16 TRASH ENCLOSURE PLAN
ANV NEIGHBOR VIEWS

- LANDSCAPE**
L.1 CONCEPTUAL LANDSCAPE PLAN
L.2 PLANT PALETTE & NOTES
L.3 SITE LIGHTING EXHIBIT

- CIVIL**
C1 CONCEPTUAL GRADING & UTILITY
C2 WQMP SITE PLAN



VICINITY MAP:
N.T.S





FRONT FROM LEFT OF ENTRY



FRONT FROM RIGHT PL

BUENA PARK

BUENA PARK, CA

PERSPECTIVE VIEWS

September 5, 2023

SCALE: NTS

ZONING RS-6

PROJECT SUMMARY

TOTAL PARKING
 41 STANDARD (28 COVERED)
 31 COMPACT (3 COVERED)
 10 ACCESSIBLE (6 COVERED)
TOTAL
 82 STALLS

TOTAL UNITS:
 14 - 1 BED
 23 - 2 BED
 18 - 3 BED
TOTAL
 55 - UNITS

AREA CALCULATIONS:
TOTAL SITE AREA:
 58,613.9 S.F. (1.35 ACRES)

PUBLIC OPEN SPACE
 AREA 1: 2,338 SF
 AREA 2: 2,411 SF
 AREA 3: 1,138 SF
 AREA 4: 1,345 SF
 AREA 5: 1,395 SF

TOTAL: 8,627 SF (14.7%)

PRIVATE OPEN SPACE
TOTAL: 3,330.1 SF (5.7%)

OPEN AREA
TOTAL: 11,957.1 SF (20.4%)

40.9 DU/AC

OCCUPANCY LOAD:

BUILDING 1: 60
 BUILDING 2: 69.8
 BUILDING 3: 134.2
 BUILDING 4: 60

NOTE:
 WALL AND FENCE REFER TO LANDSCAPE
 FOR SIZE AND LOCATION

LEGEND:

- UNIT 1 - 700.5 S.F.
- UNIT 2 - 523.4 S.F.
- UNIT 3 - 923.1 S.F.
- UNIT 4 - 743.5 S.F.
- COMMUNITY ROOM
- LAUNDRY
- LEASING

ZONING CS

ZONING CS



FIRE HYDRANT (E.)



SIGNAGE: "RIGHT TURN ONLY
WATCH FOR PEDESTRIANS"

EXISTING 4' HIGH
TELECOM CABINETS

DRIVABLE
MEDIAN

3' HIGH BRICK COURTYARD
WALL (TYP @ 3')

MAIN
SIGNAGE

3' HIGH BRICK COURTYARD
WALL (TYP @ 3')

R/W DEDICATION TO THE
CITY OF ANAHEIM

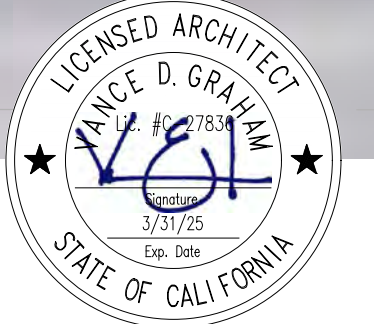
OVERHEAD UTILITIES ALONG PROJECT
FRONTAGE WILL BE UNDERGROUNDED

BUENA PARK

BUENA PARK, CA

September 5, 2023

SCALE: 3/32" = 1'-0"



PROJECT DESCRIPTION

PROJECT ADDRESS: 7101 LINCOLN AVE. BUENA PARK, CA
 APN#: NA
 SITE AREA: 58,613.9 SQ. FT. (1.35 ACRES)
 NUMBER OF UNITS: 55 (14 - 1 BEDS / 23- 2 BEDS / 18 - 3 BED)
 TOTAL SF: 62,532 SF
 DENSITY: 40.9 DU/AC (AFFORDABLE HOUSING DENSITY BONUS)
 PROJECT TYPE: 3 STORY APARTMENT BUILDING
 BUILDING HEIGHT: 35' MAX
 CONSTRUCTION TYPE: V-A
 OCCUPANCY TYPE: R-2
 SPRINKLERS: FULL 13 SPRINKLER SYSTEM
 ZONING: CURRENT (CO) GMU (ALLOWABLE DENSITY 32 UNITS PER ACRE)
 GENERAL PLAN LUD: AFFORDABLE FAMILY HOUSING

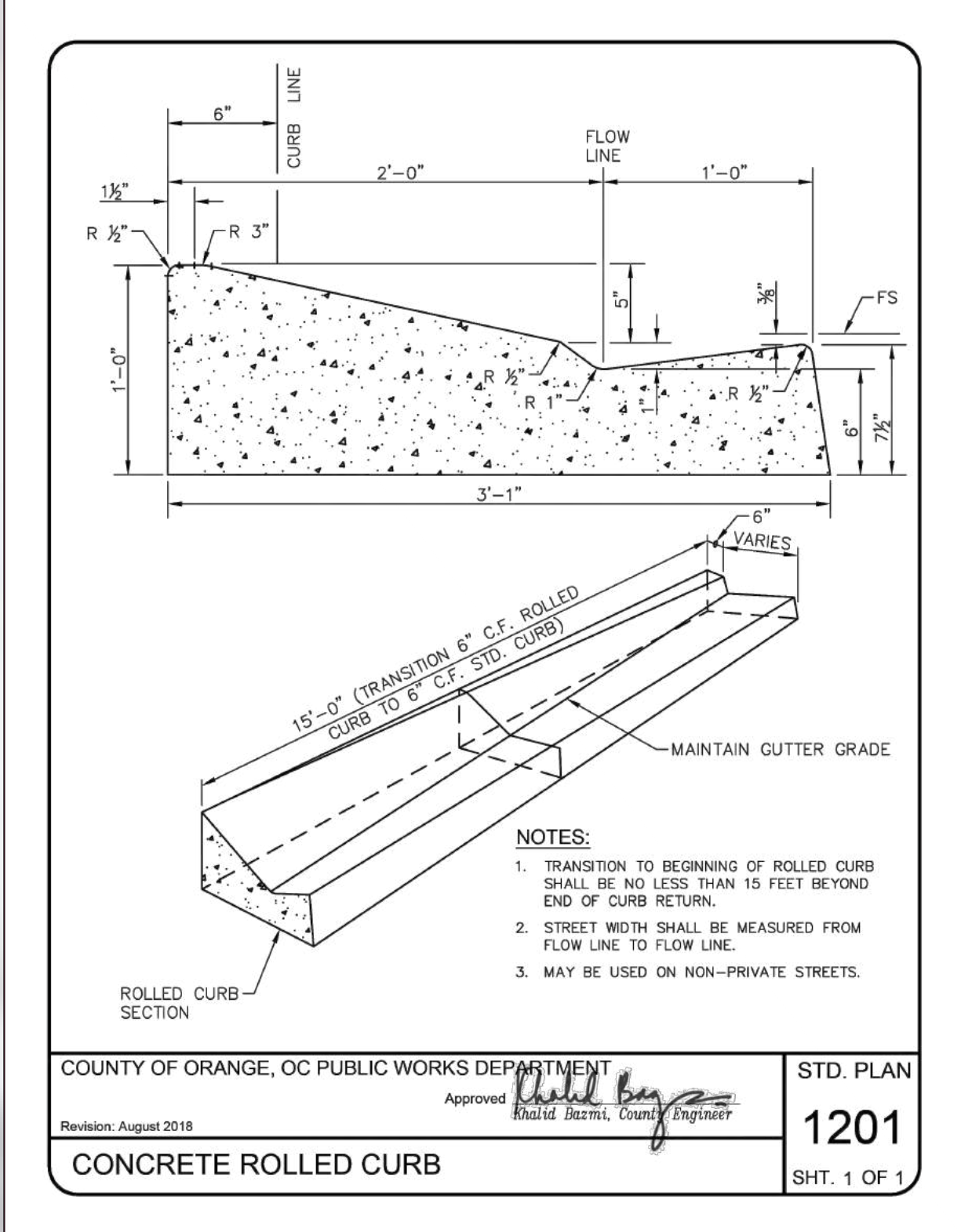
LEGEND

- ACCESSIBLE PATH OF TRAVEL
- ASSEMBLY AREA EXITING PATH OF TRAVEL
- HOSEPULL 150' MAX
- LADDER PADS
- ⊙ FIRE HYDRANT

LADDER PAD (OCFA GUIDELINE E-04):

LADDER PAD SIZE 3'X3'
 LADDER PAD SETBACK AT RESCUE OPENINGS $d=(h/5)+2$

$h_1 = 13.75'$ $d_1 = (13.75/5)+2$ $d_1 = 4.75'$
 $h_2 = 24.00'$ $d_2 = (24.00/5)+2$ $d_2 = 6.8'$



ALLEYS ARE LESS THAN 150' IN LENGTH NOT INTENDED FOR FIRE DEPARTMENT ACCESS ROADWAY

ROLLED CURB MEDIAN THAT EMERGENCY VEHICLES CAN DRIVE OVER (SEE STD PLAN 1201)

80'-11"

Lincoln Ave

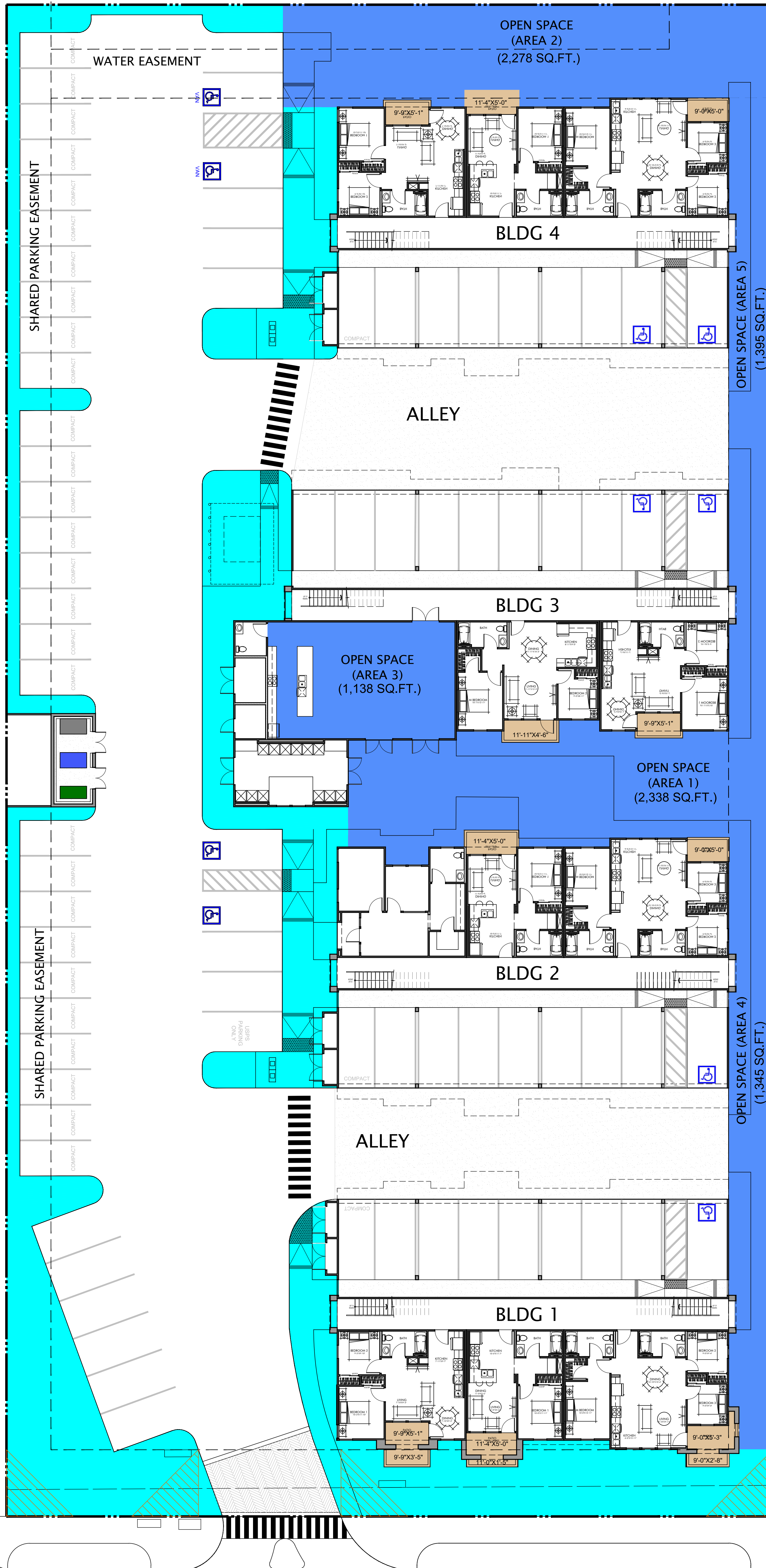
BUENA PARK

BUENA PARK, CA September 5, 2023

PRELIMINARY FIRE MASTER PLAN

SCALE: 3/32" = 1'-0"

A01.a



LEGEND:

- COMMON OPEN SPACE (AREA 1-AREA 5)
- COMMON OPEN AREA
- PRIVATE OPEN SPACE

PUBLIC OPEN SPACE
 AREA 1: 2,338 SF
 AREA 2: 2,411 SF
 AREA 3: 1,138 SF
 AREA 4: 1,345 SF
 AREA 5: 1,395 SF
TOTAL: 8,627 SF (14.7%)

PRIVATE OPEN SPACE
TOTAL: 3,330.1 SF (5.7%)

OPEN AREA
TOTAL: 11,957.1 SF (20.4%)

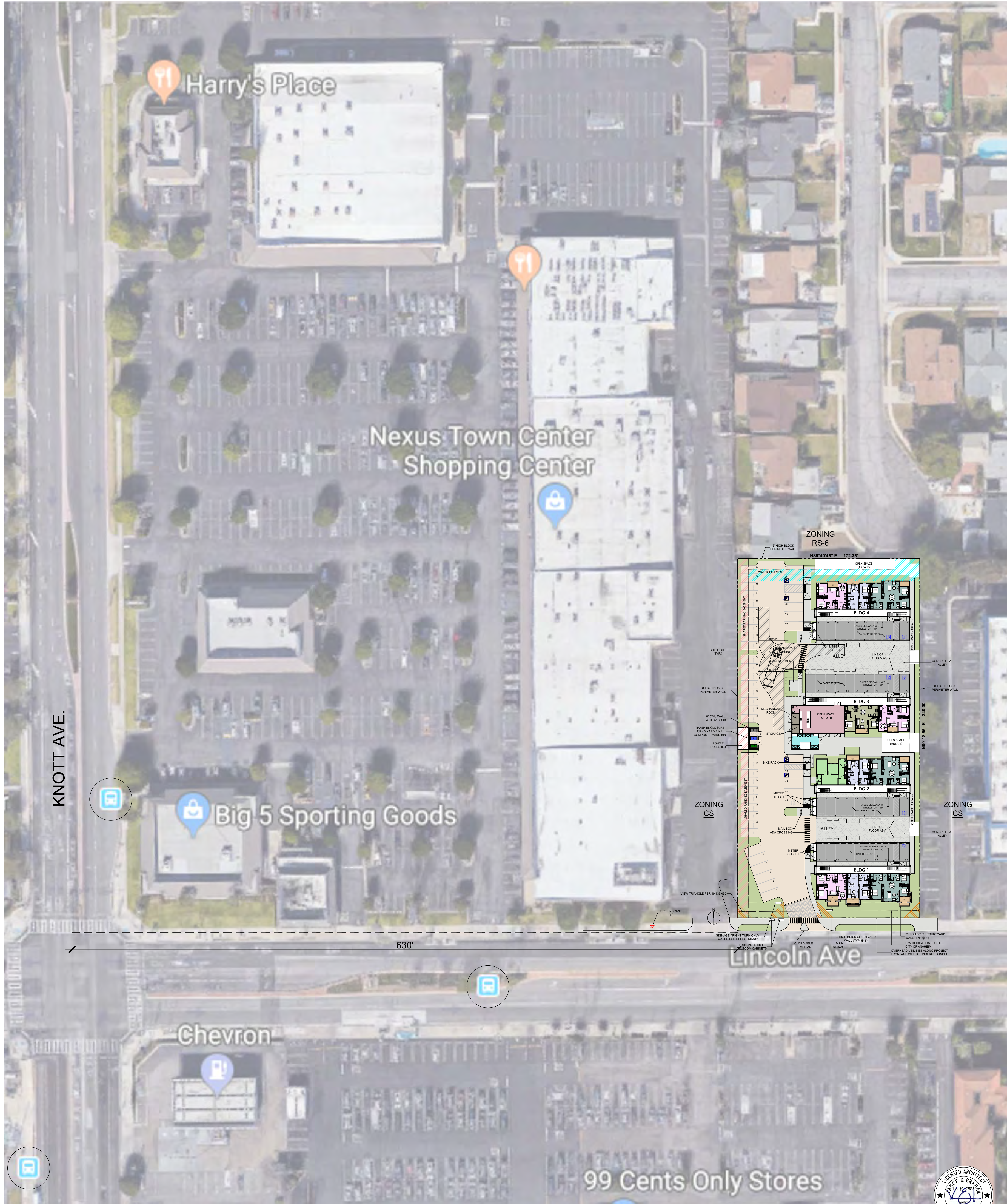
BUENA PARK

BUENA PARK, CA
 PRELIMINARY OPEN AREA DIAGRAM

September 5, 2023

SCALE: 3/32" = 1'-0"

DISTANCE FROM SITE TO NEAREST CROSS STREET (KNOTT AVE.) : 640 FT.



BUENA PARK

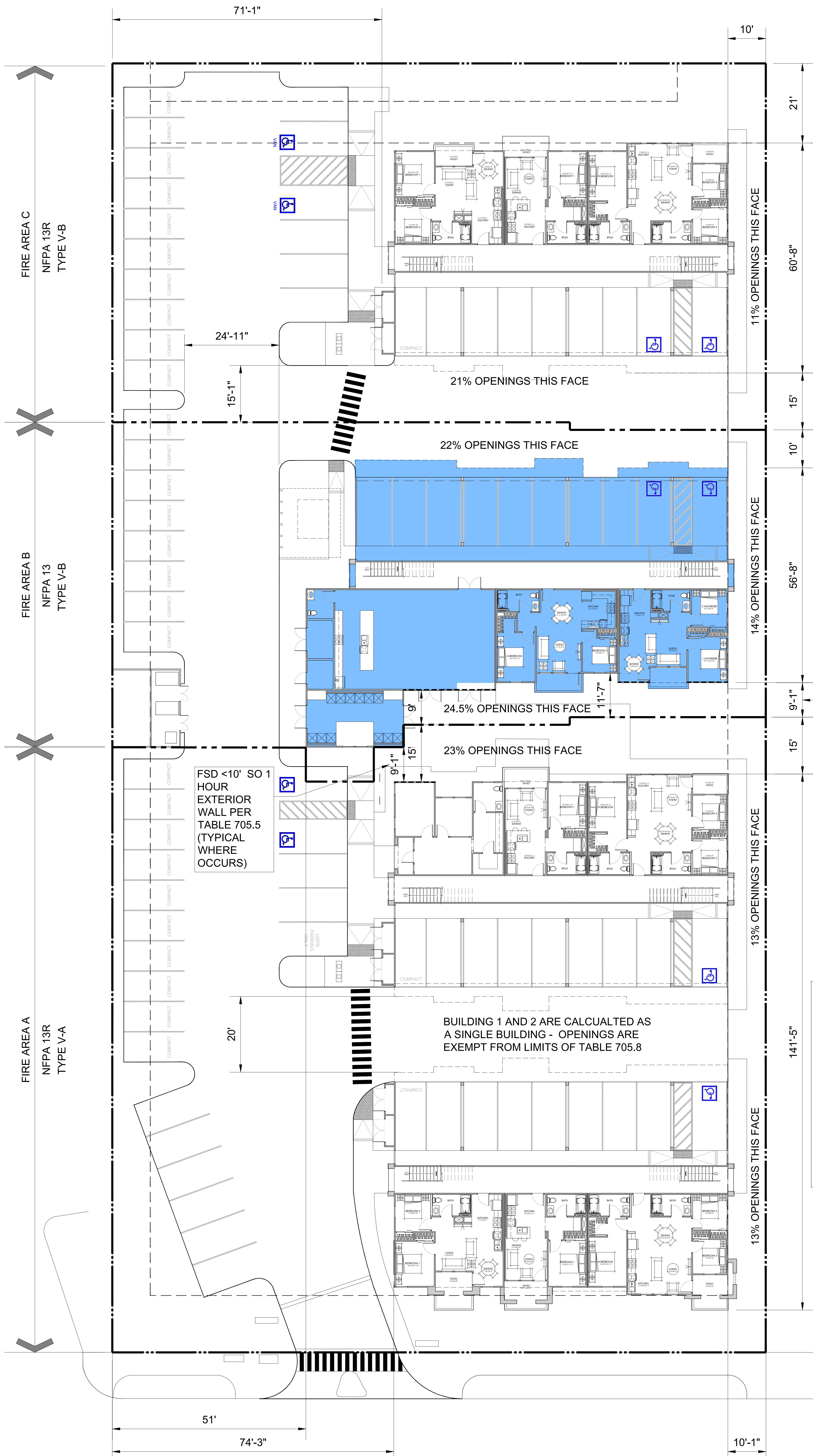
BUENA PARK, CA

September 5, 2023

SCALE: 1/32" = 1'-0"

TRANSIT ANALYSIS

BUILDING AREA, TYPE AND SPRINKLER ANALYSIS



BUILDING 4 -
 BUILDING 4 TYPE VB
 7,000 NFPA 13R base allowable area factor
 13,268 < 14000 so OK
 first floor: 4,987.3
 second floor: 5,289.1
 third floor: 2,991.0
total: 13,268
 no frontage increase needed or calculated
 3 stories
 12 units
 27'-3" to ceiling of third story
 No fire alarm required per 907.2.9

BUILDING 3
 BUILDING 3 TYPE VB
 21,000 NFPA13 base allowable area factor
 17,908 < 42,000 so OK
 first floor: 6,281.1
 second floor: 5,830.6
 third floor: 5,796.0
total: 17,908
 no frontage increase needed or calculated
 3 stories
 14 units
 27'-3" to ceiling of third story
 No fire alarm required per 907.2.9

FSD <10' SO 1 HOUR EXTERIOR WALL PER TABLE 705.5

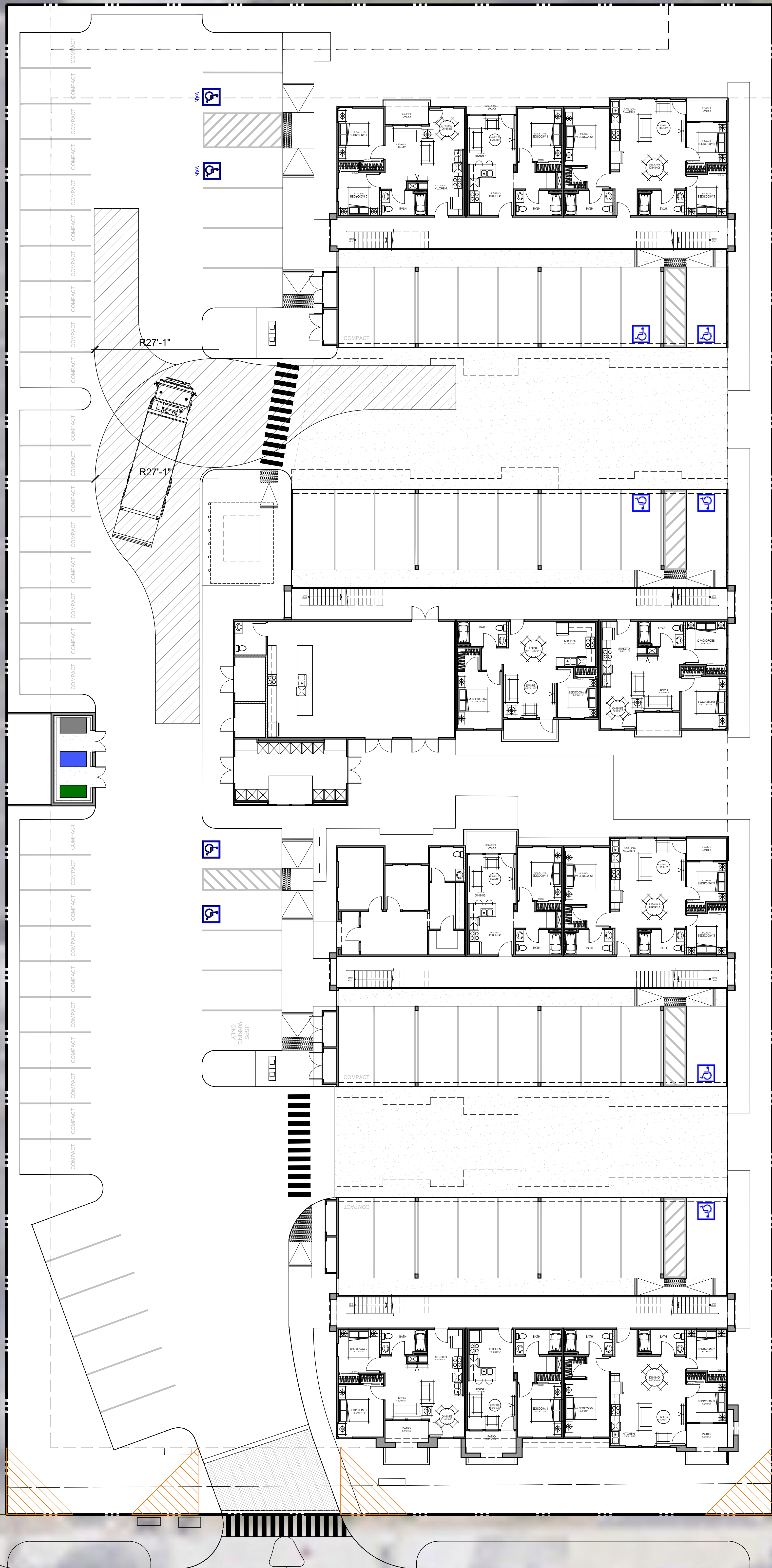
(BUILDING 2 - 15,436)
 COMBINED BUILDING 1/2 TYPE VA
 12,000 NFPA13R base allowable
 12,000 NS allowable for calculating allowable area per equation 5-2

NOTE!
BUILDINGS 1 AND 2 ARE CALCULATED AS A SINGLE, COMBINED BUILDING:
 first floor: 10,026.5
 second floor: 10,649.2
 third floor: 10,629.4
total: 31,306
 3 stories
 29 units
 27'-3" to ceiling of third story
 Fire alarm required per 907.2.9

(BUILDING 1 - 15,870)
 NOTE:
 DWELLING UNITS SHALL BE SEPARATED WITH A 1-HOUR FIRE PARTITION PER 701.8.

BUENA PARK





ROLLED CURB MEDIAN THAT
EMERGENCY VEHICLES CAN DRIVE
OVER (SEE STD PLAN 1201)

Lincoln Ave



BUENA PARK

BUENA PARK, CA

September 5, 2023

SCALE: 3/32" = 1'-0"

TRASH TRUCK TURN AROUND



2ND FLOOR
BLDG 1

1/8" = 1'-0"



1ST FLOOR
BLDG 1

1/8" = 1'-0"

BUILDING SUMMARY

PARKING
8 STANDARD (1 ADA)
1 COMPACT

UNITS:
5 - 1 BED (UNIT 2)
5 - 2 BED (UNIT 1)
5 - 3 BED (UNIT 3)
TOTAL:
15 - UNITS

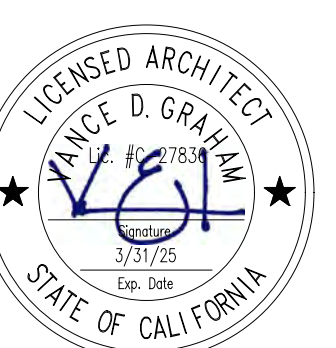
- UNIT 1
- UNIT 2
- UNIT 3

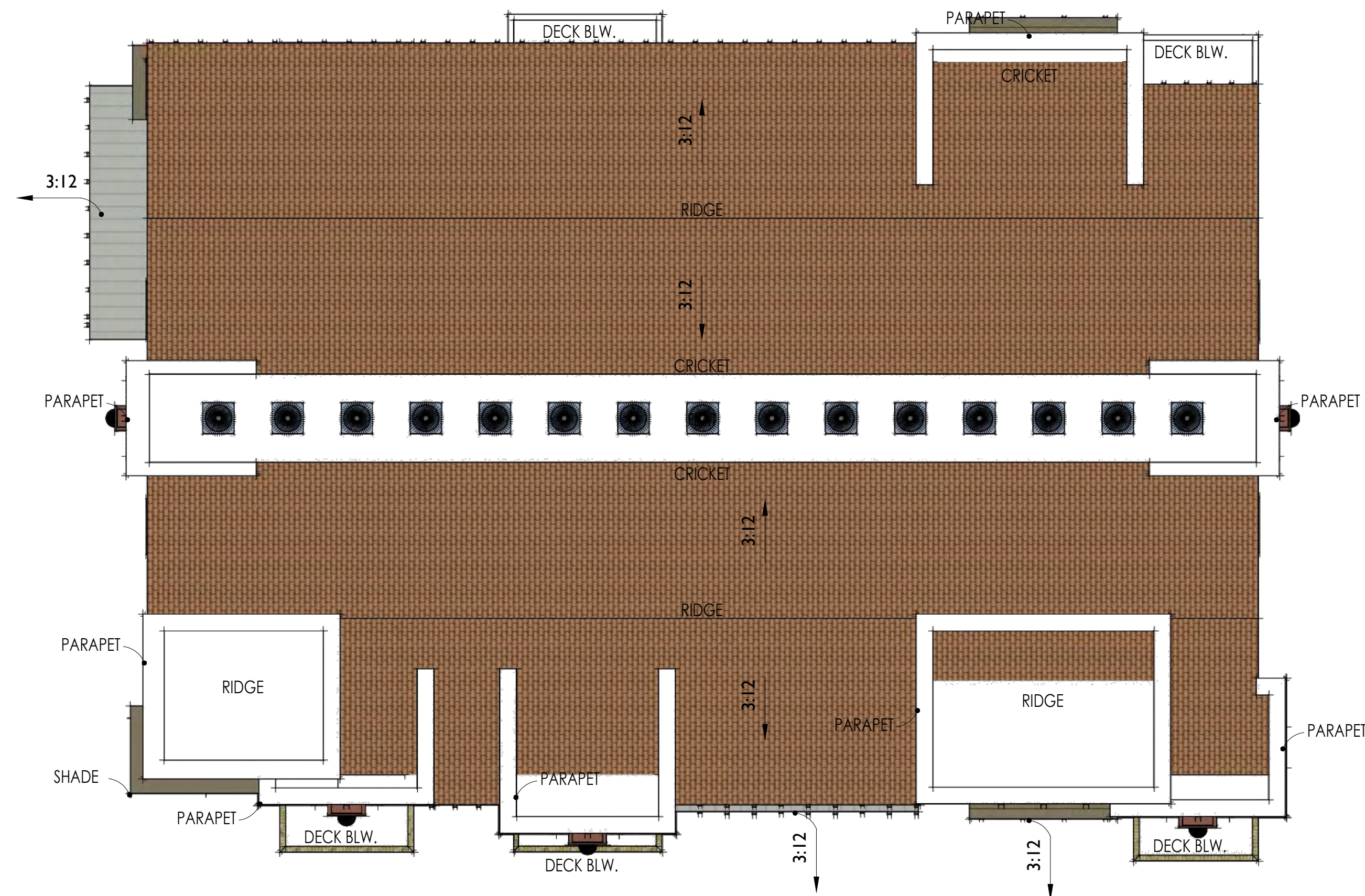
BUENA PARK

BUENA PARK, CA

September 5, 2023

DESIGN DEVELOPMENT FLOOR PLAN





ROOF
BLDG 1

1/8" = 1'-0"



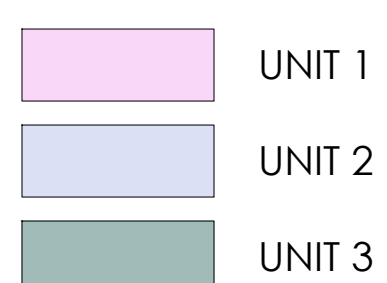
3RD FLOOR
BLDG 1

1/8" = 1'-0"

BUILDING SUMMARY

PARKING
8 STANDARD (1 ADA)
1 COMPACT

UNITS:
5 - 1 BED (UNIT 2)
5 - 2 BED (UNIT 1)
5 - 3 BED (UNIT 3)
TOTAL:
15 - UNITS





BLDG 1 - FRONT ELEVATION



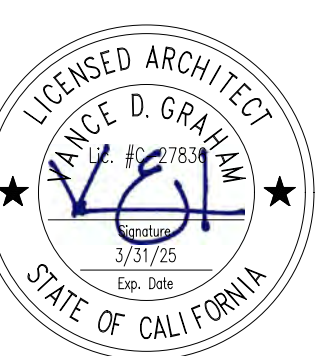
BLDG 1 - RIGHT ELEVATION



BLDG 1 - LEFT ELEVATION



BLDG 1 - REAR ELEVATION



BUENA PARK

BUENA PARK, CA

September 5, 2023

SCALE: 3/16" = 1'-0"

DESIGN DEVELOPMENT ELEVATIONS



BUILDING SUMMARY

PARKING
8 STANDARD (1 ADA)
1 COMPACT

UNITS:
5 - 1 BED (UNIT 2)
4 - 2 BED (UNIT 1)
5 - 3 BED (UNIT 3)
TOTAL:
14 - UNITS

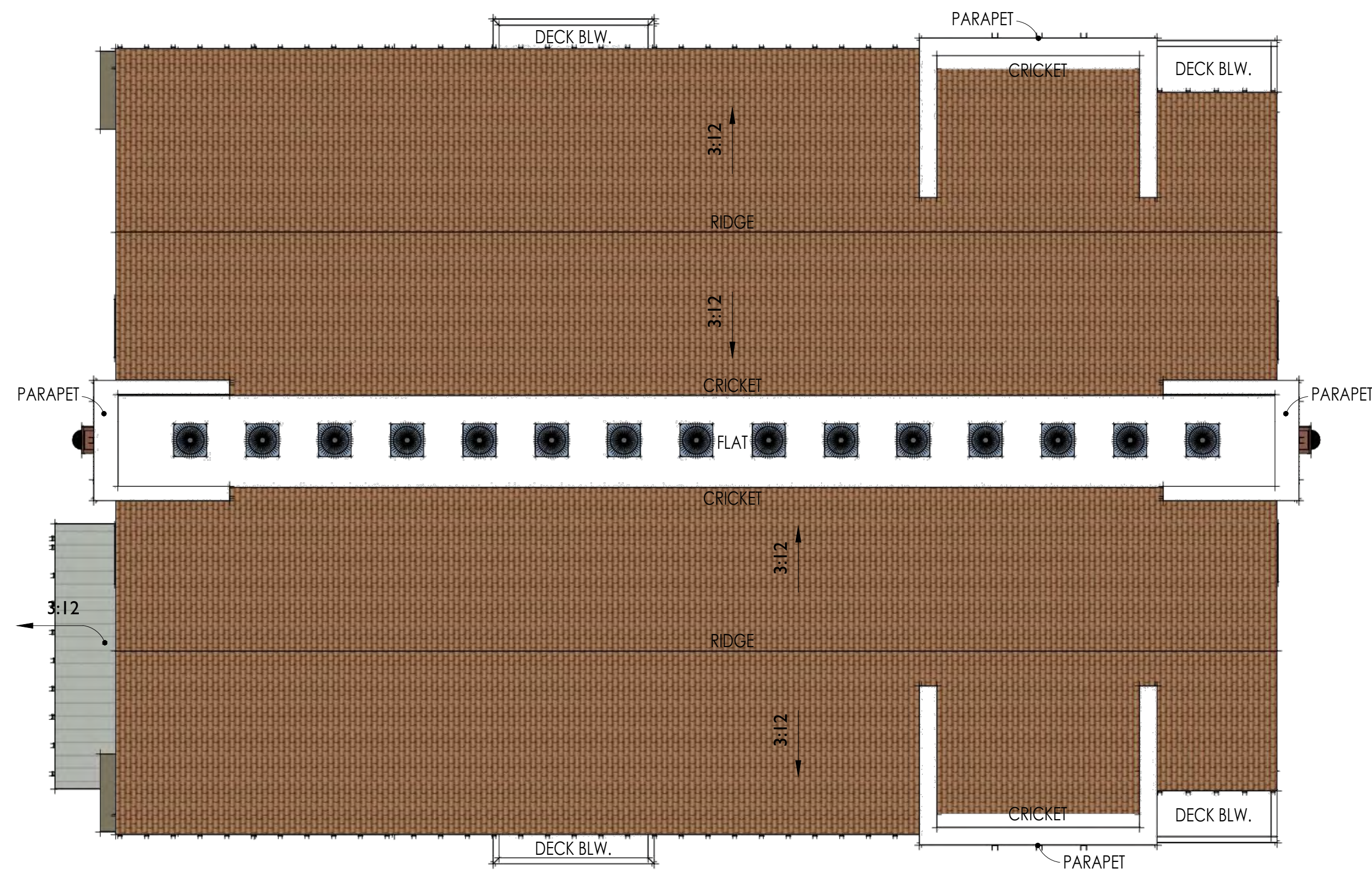
- LEASING
- UNIT 1
- UNIT 2
- UNIT 3

BUENA PARK

BUENA PARK, CA

September 5, 2023

DESIGN DEVELOPMENT FLOOR PLAN



ROOF
BLDG 2

1/8" = 1'-0"



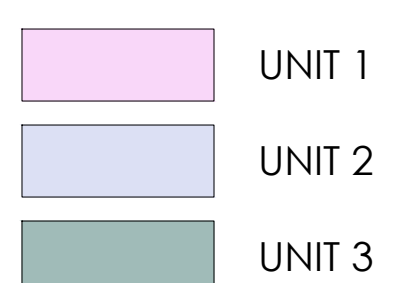
3RD FLOOR
BLDG 2

1/8" = 1'-0"

BUILDING SUMMARY

PARKING
8 STANDARD (1 ADA)
1 COMPACT

UNITS:
5 - 1 BED (UNIT 2)
5 - 2 BED (UNIT 1)
5 - 3 BED (UNIT 3)
TOTAL:
15 - UNITS



BUENA PARK

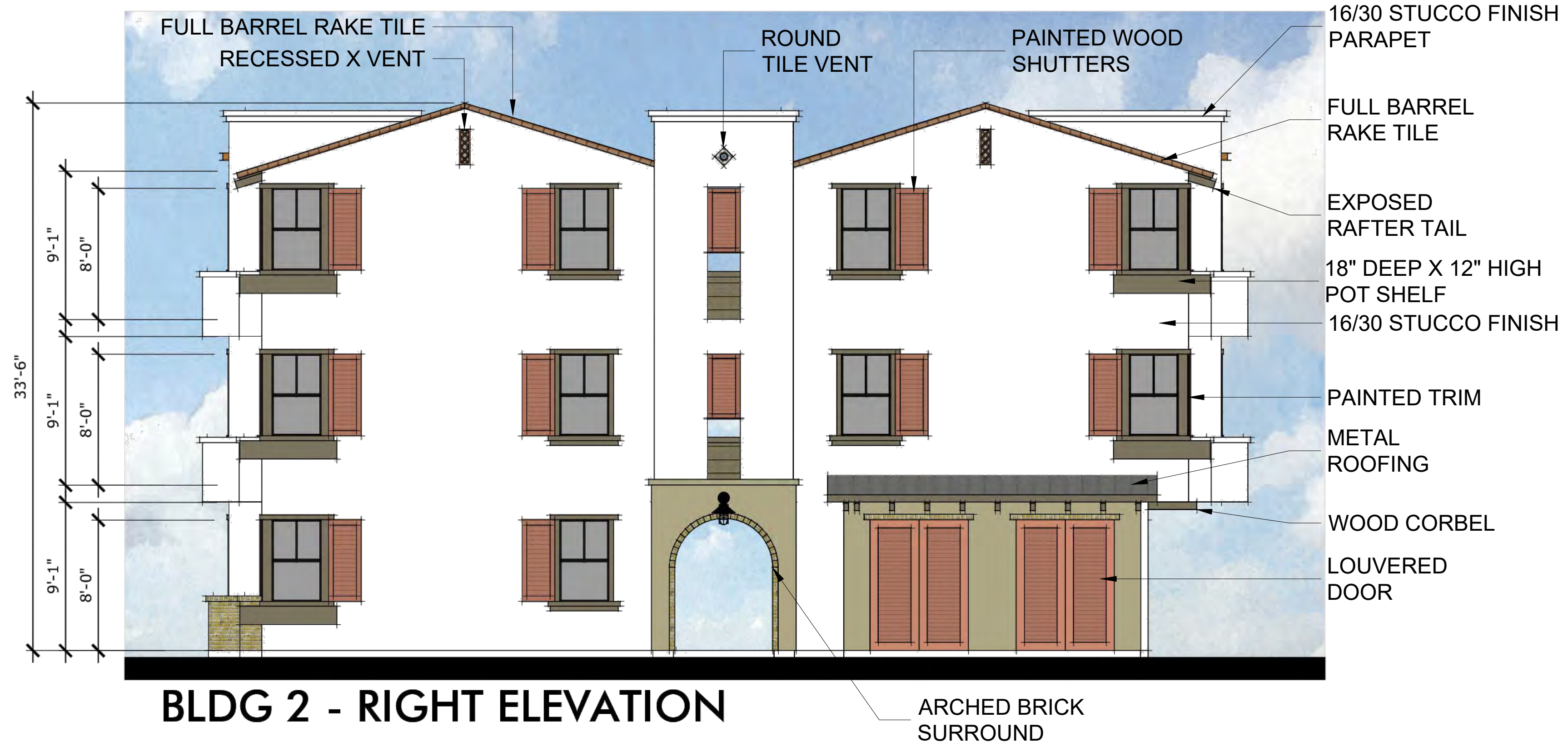
BUENA PARK, CA

September 5, 2023

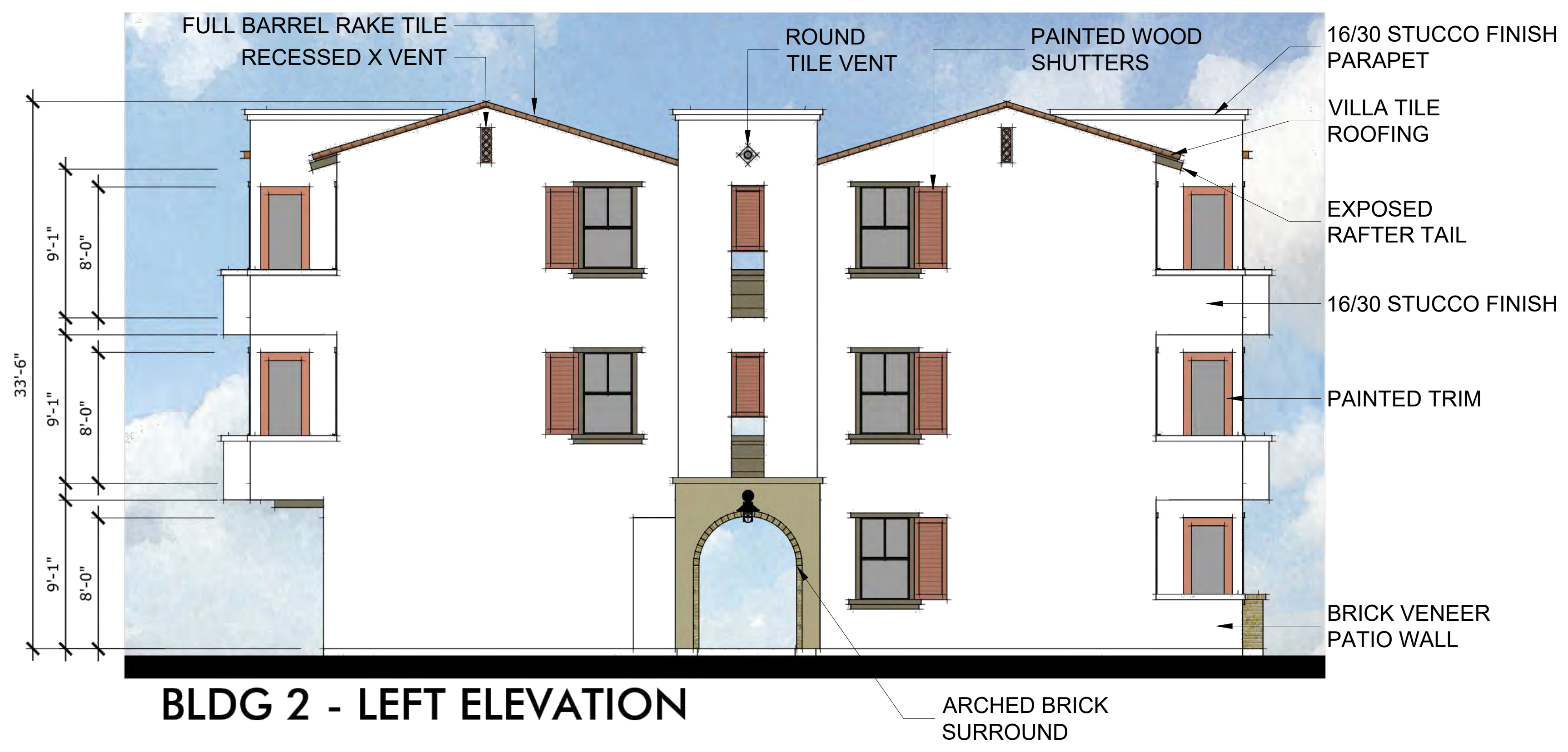
DESIGN DEVELOPMENT FLOOR PLAN



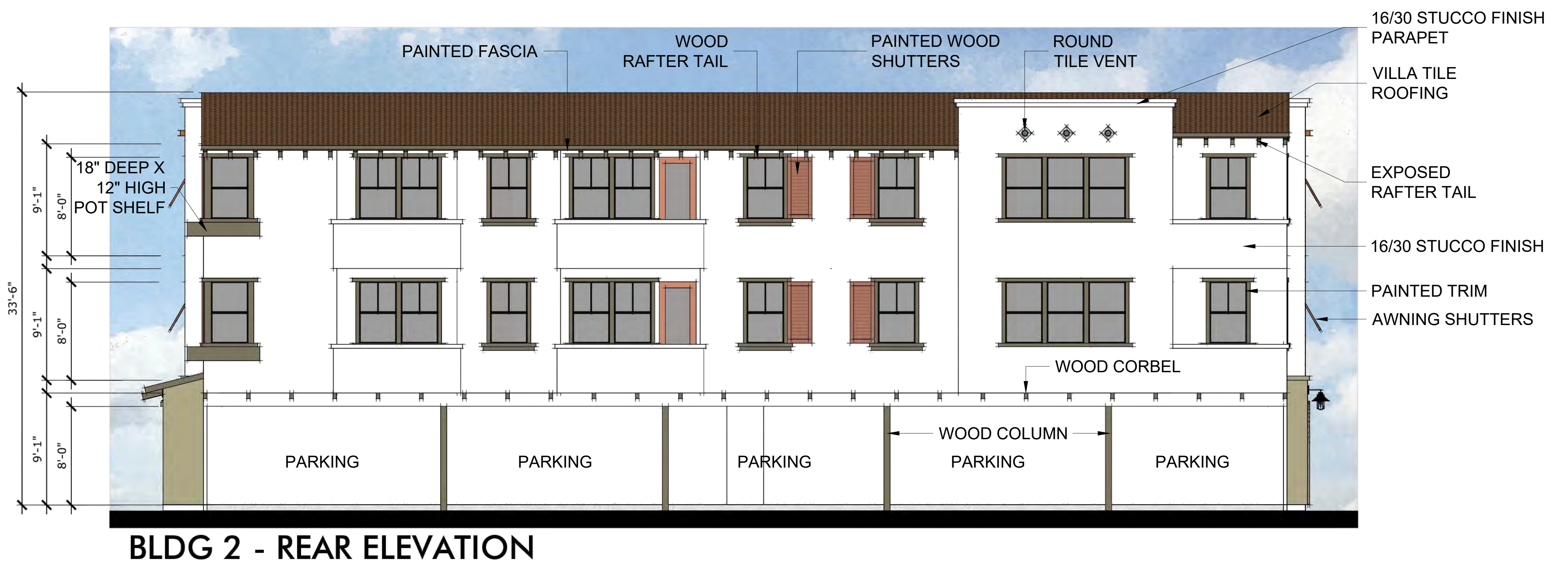
BLDG 2 - FRONT ELEVATION



BLDG 2 - RIGHT ELEVATION



BLDG 2 - LEFT ELEVATION



BLDG 2 - REAR ELEVATION

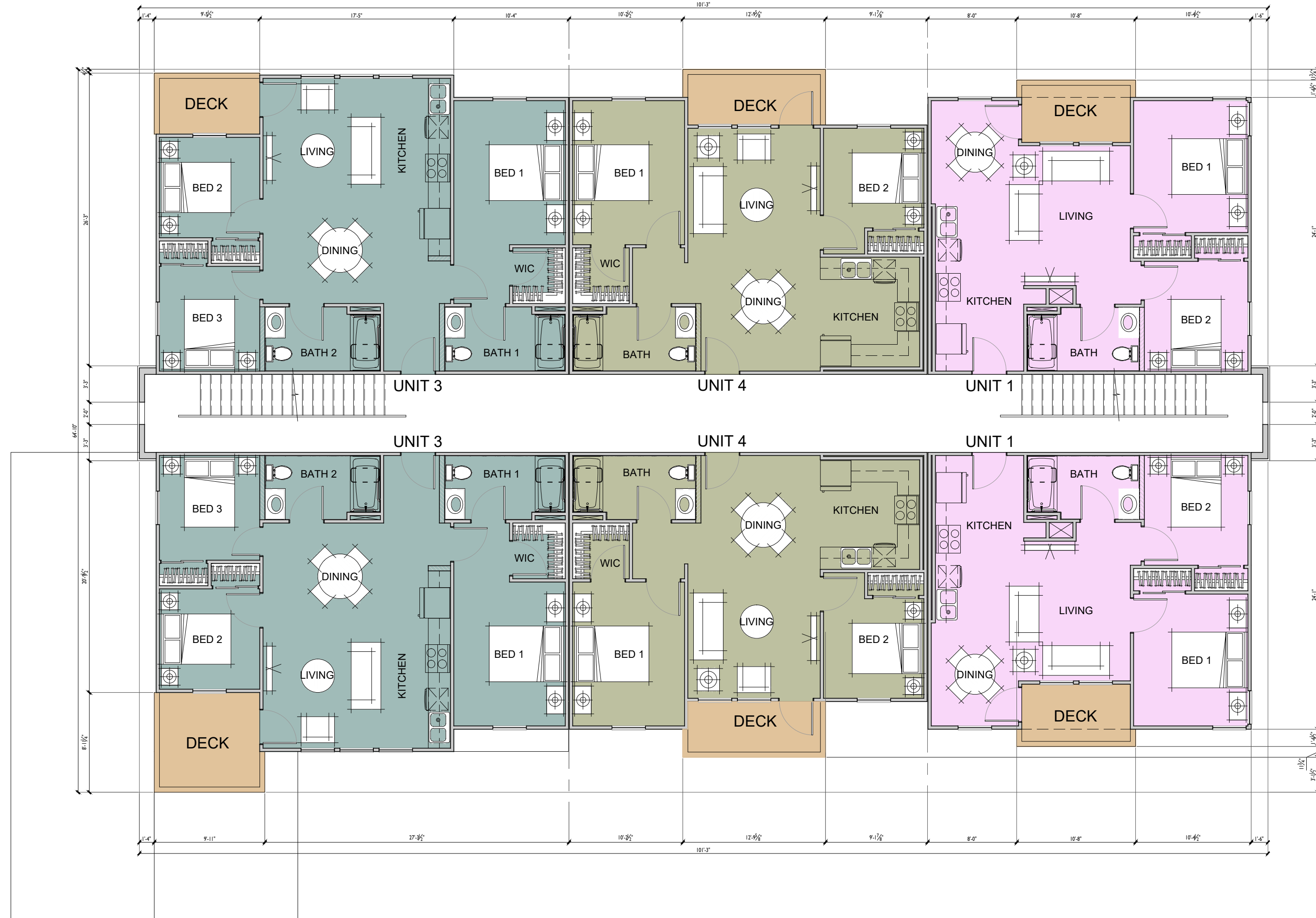
BUENA PARK

BUENA PARK, CA

September 5, 2023

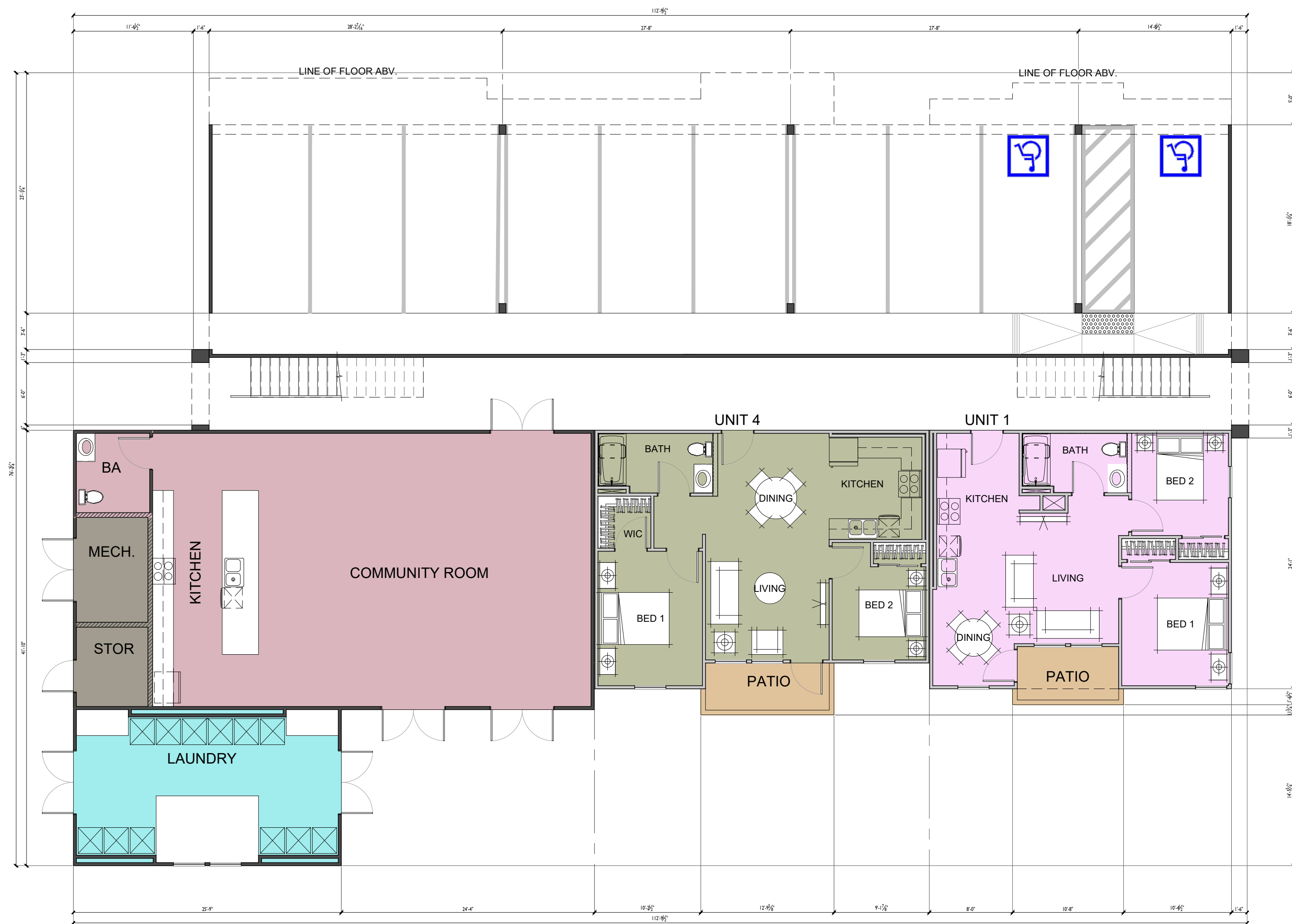
SCALE: 3/16" = 1'-0"

DESIGN DEVELOPMENT ELEVATIONS



2ND FLOOR
BLDG 3



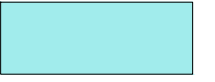
1/8" = 1'-0"



1ST FLOOR
BLDG 3

1/8" = 1'-0"

BUILDING SUMMARY

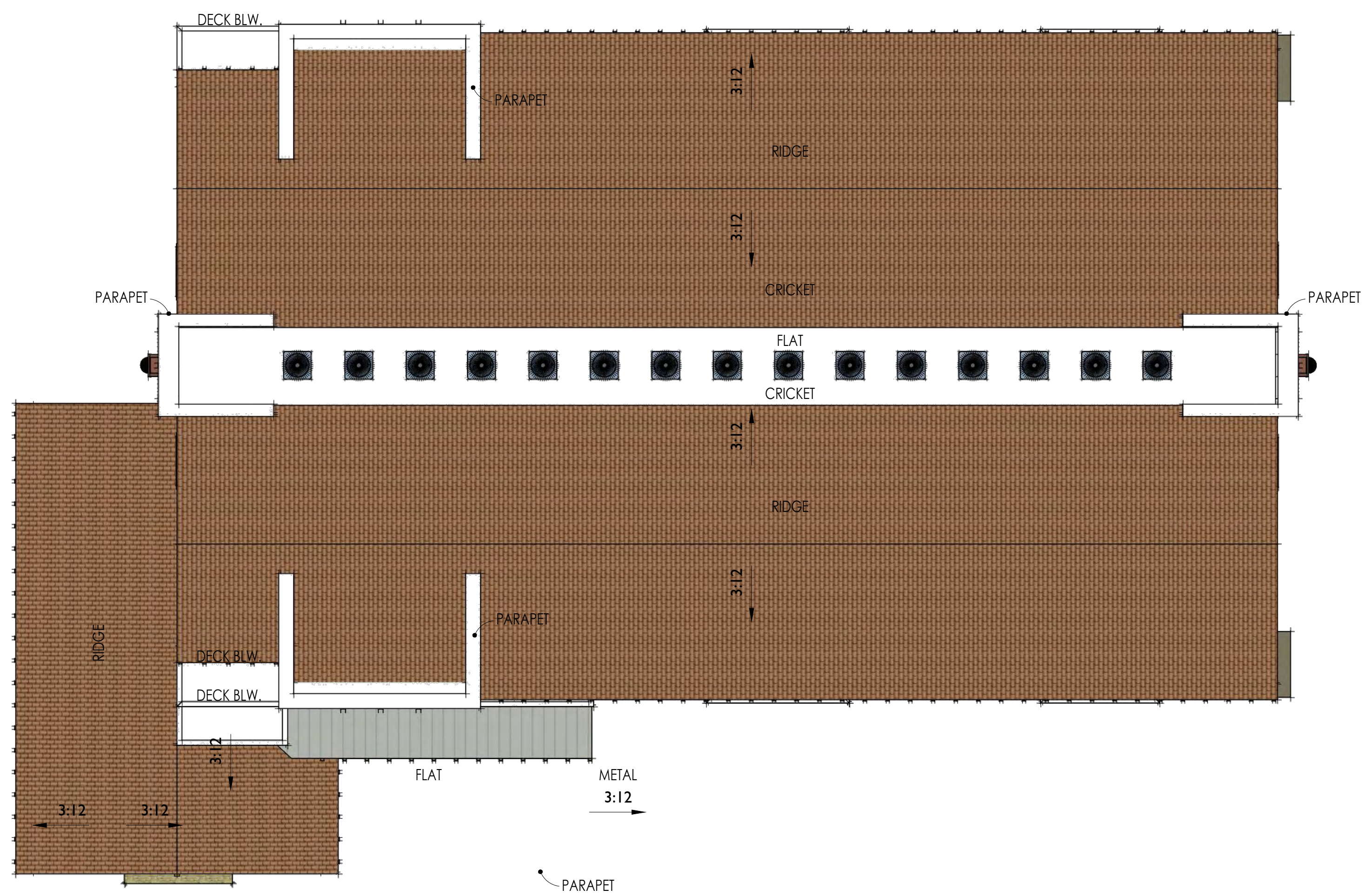
PARKING 9 STANDARD (2 ADA)	 UNIT 1	 COMMUNITY ROOM
UNITS: 5 - 2 BED (UNIT 1) 5 - 2 BED (UNIT 4) 4 - 3 BED (UNIT 3)	 UNIT 3	 LAUNDRY
TOTAL: 14 - UNITS	 UNIT 4	

BUENA PARK

BUENA PARK, CA

September 5, 2023

DESIGN DEVELOPMENT FLOOR PLAN



ROOF
BLDG 3




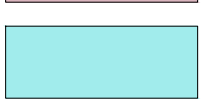

1/8" = 1'-0"



3RD FLOOR
BLDG 3

1/8" = 1'-0"

BUILDING SUMMARY

PARKING 9 STANDARD (2 ADA)	 UNIT 1	 COMMUNITY ROOM
UNITS: 5 - 2 BED (UNIT 1) 5 - 2 BED (UNIT 4) 4 - 3 BED (UNIT 3)	 UNIT 3	 LAUNDRY
TOTAL: 14 - UNITS	 UNIT 4	

BUENA PARK

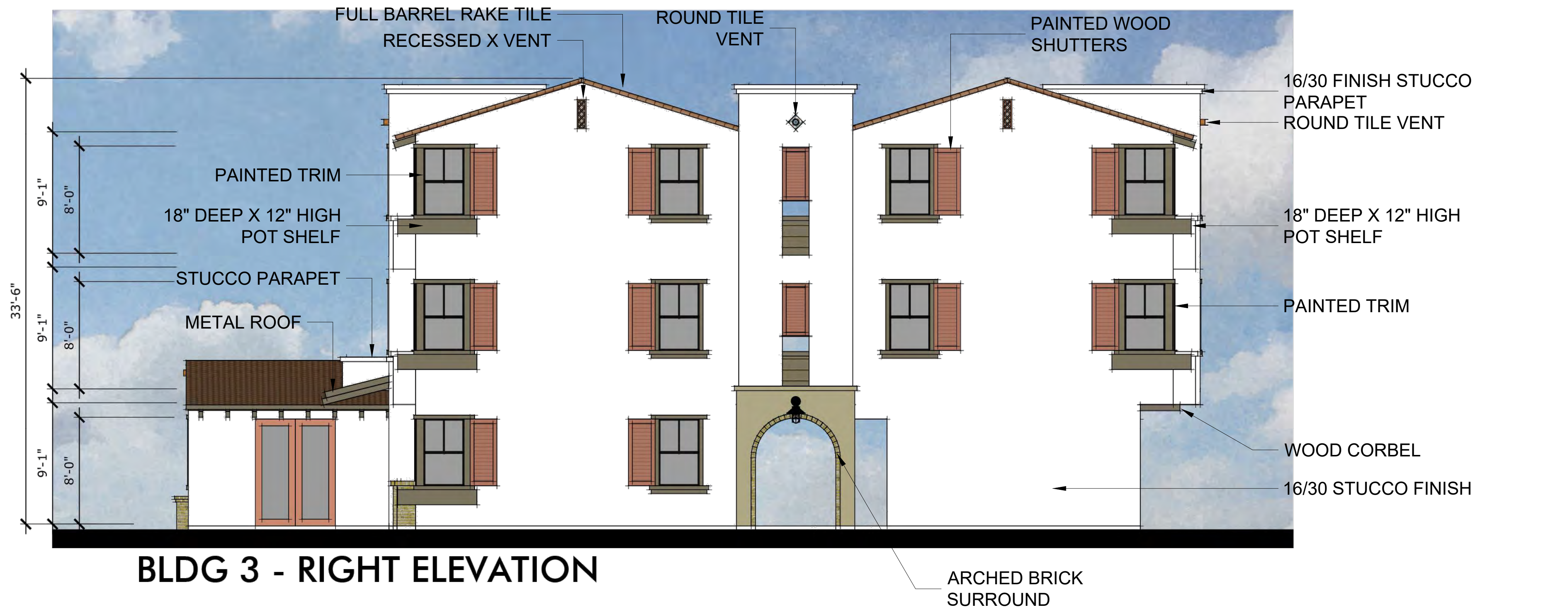
BUENA PARK, CA

September 5, 2023

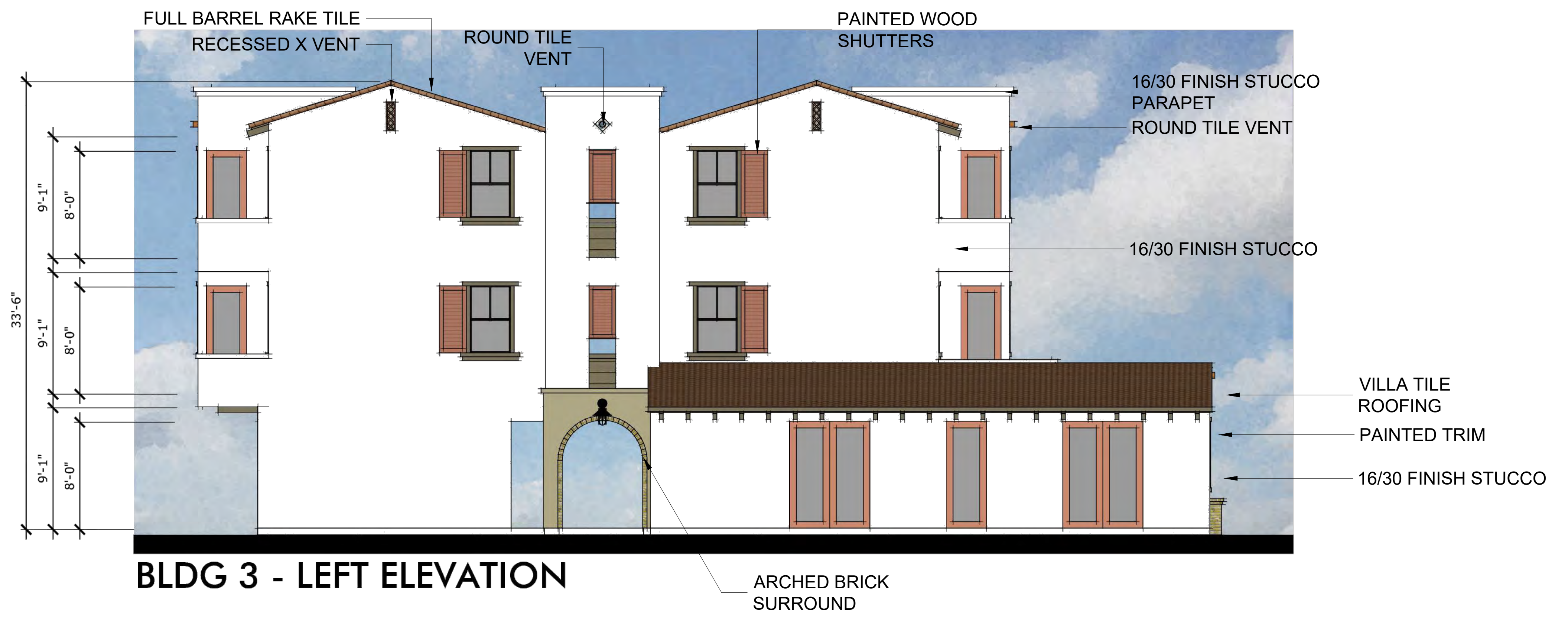
DESIGN DEVELOPMENT FLOOR PLAN



BLDG 3 - FRONT ELEVATION



BLDG 3 - RIGHT ELEVATION



BLDG 3 - LEFT ELEVATION



BLDG 3 - REAR ELEVATION

BUENA PARK

BUENA PARK, CA

September 5, 2023

SCALE: 3/16" = 1'-0"

DESIGN DEVELOPMENT ELEVATIONS



2ND FLOOR
BLDG 4

1/8" = 1'-0"



1ST FLOOR
BLDG 4

1/8" = 1'-0"

BUILDING SUMMARY

PARKING
8 STANDARD (2 ADA)
1 COMPACT

- UNITS:
 4 - 1 BED (UNIT 2)
 4 - 2 BED (UNIT 1)
 4 - 3 BED (UNIT 3)
 TOTAL:
 12 - UNITS

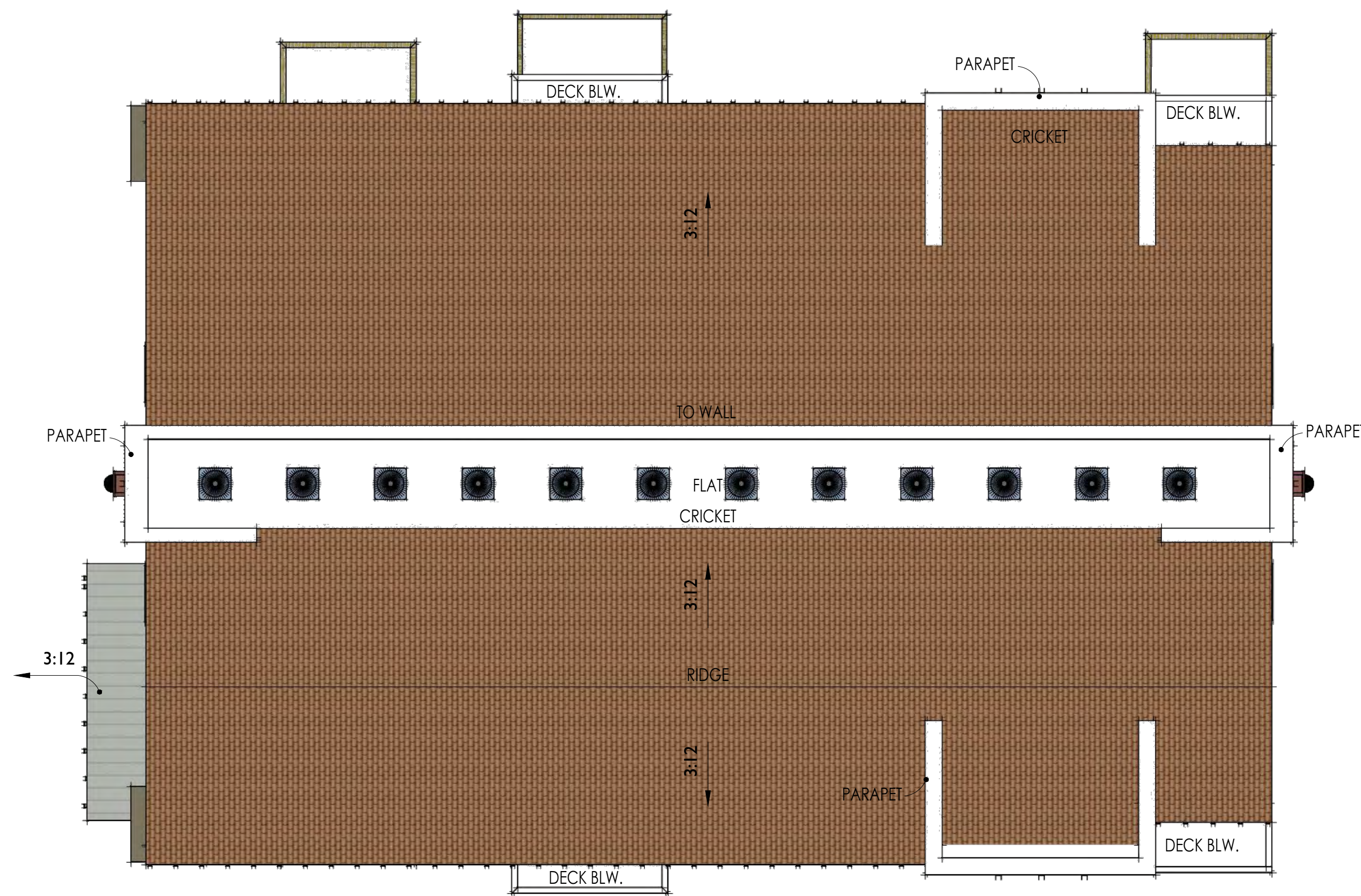
UNIT 1
UNIT 2
UNIT 3

BUENA PARK

BUENA PARK, CA

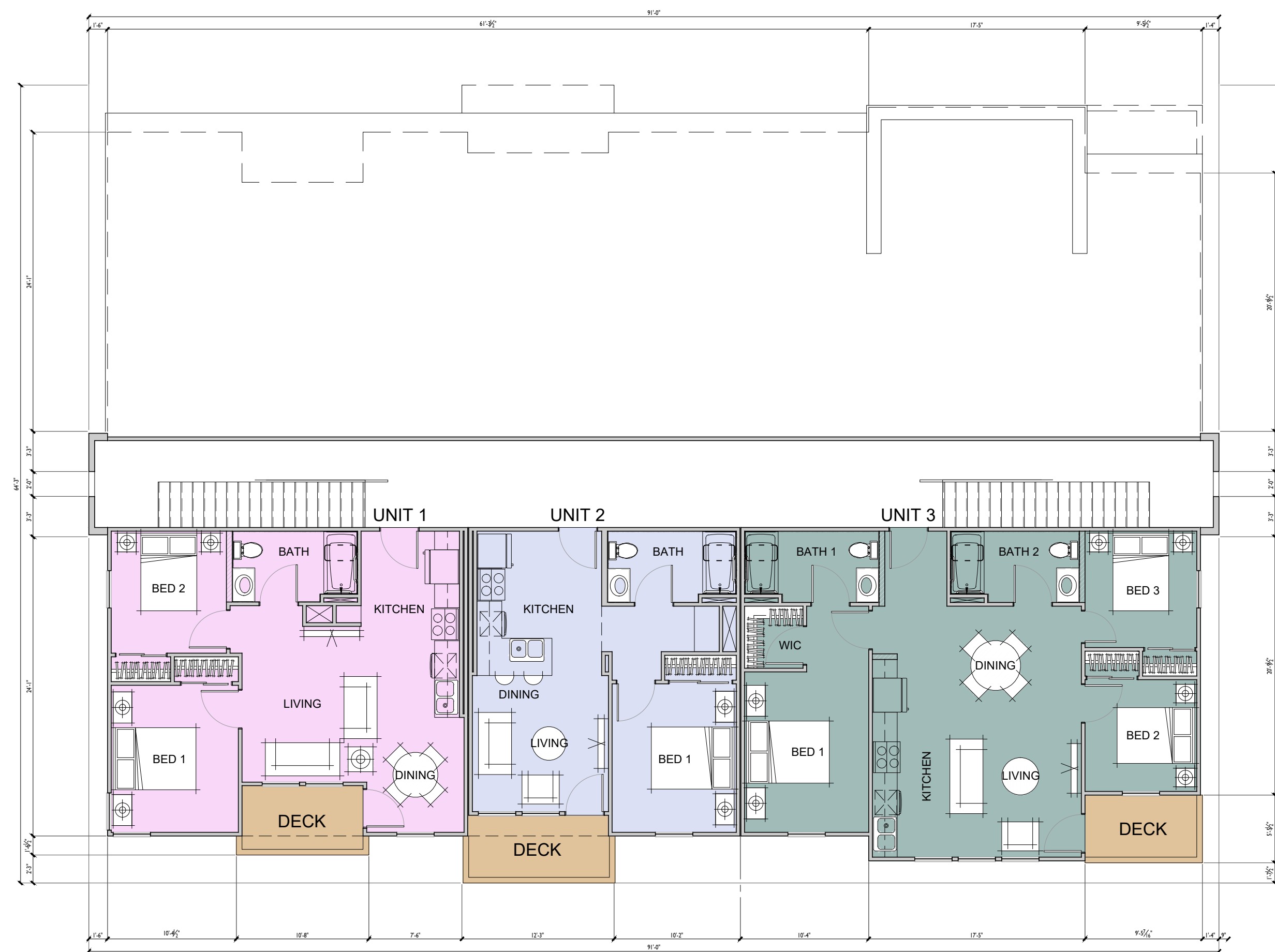
September 5, 2023

DESIGN DEVELOPMENT FLOOR PLAN



ROOF
BLDG 4

1/8" = 1'-0"



3RD FLOOR
BLDG 4

1/8" = 1'-0"

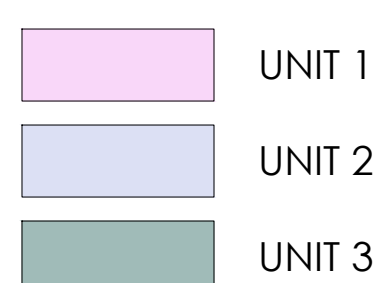
BUILDING SUMMARY

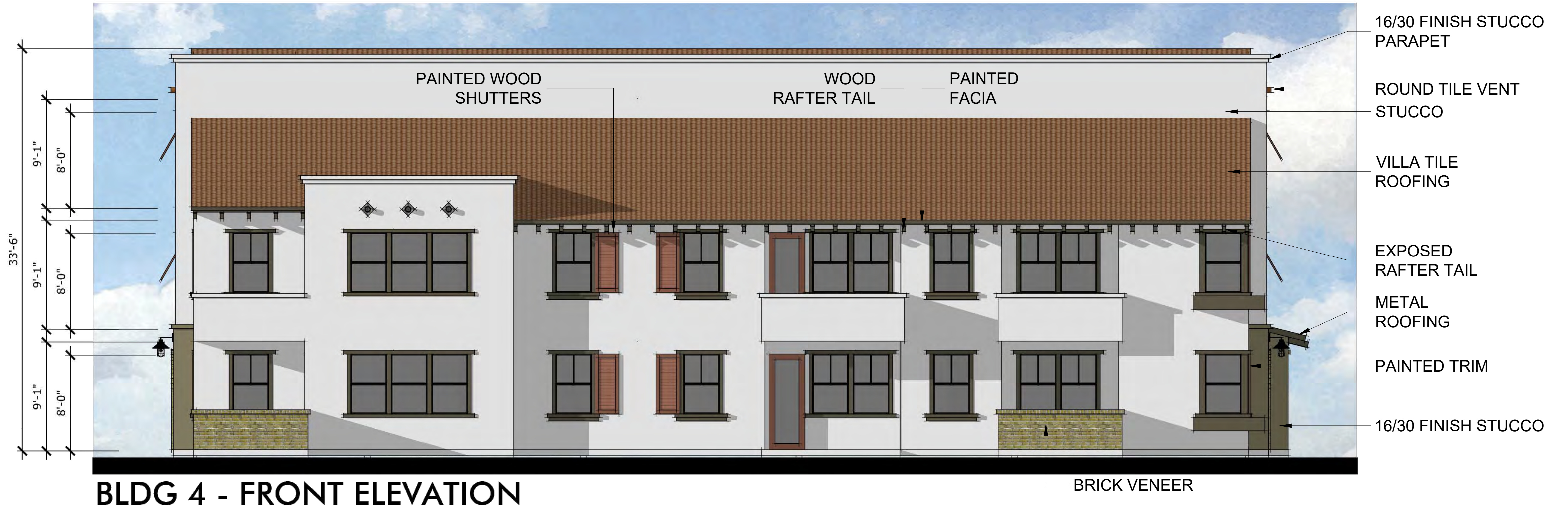
PARKING
8 STANDARD (2 ADA)
1 COMPACT

UNITS:

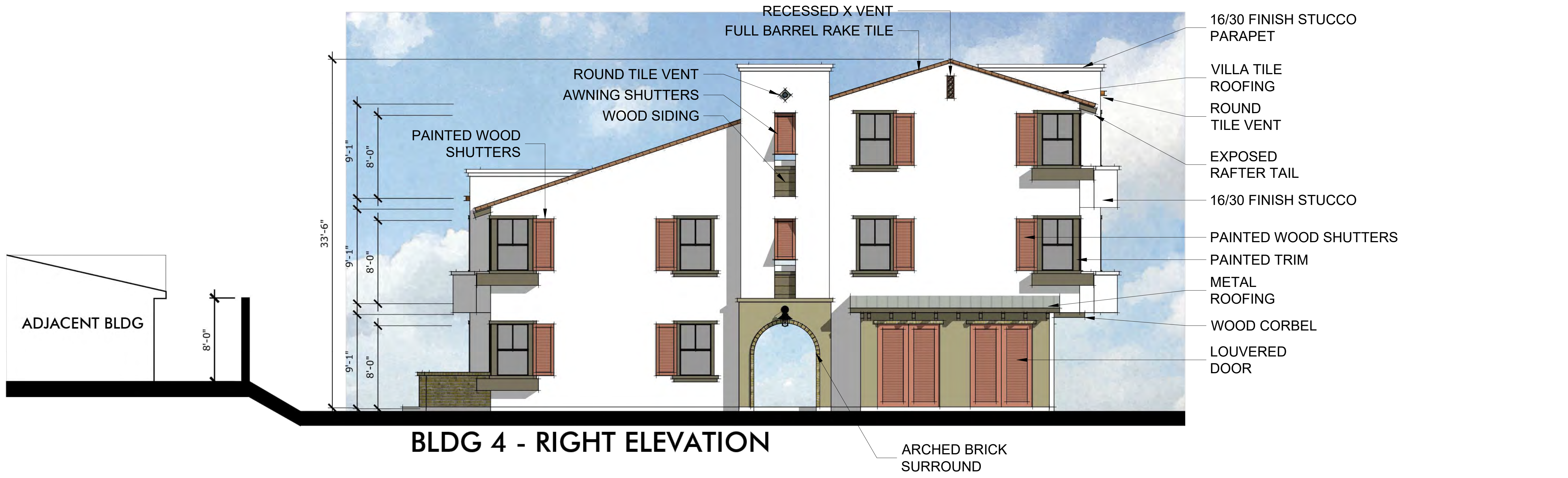
- 4 - 1 BED (UNIT 2)
- 4 - 2 BED (UNIT 1)
- 4 - 3 BED (UNIT 3)

TOTAL:
12 - UNITS

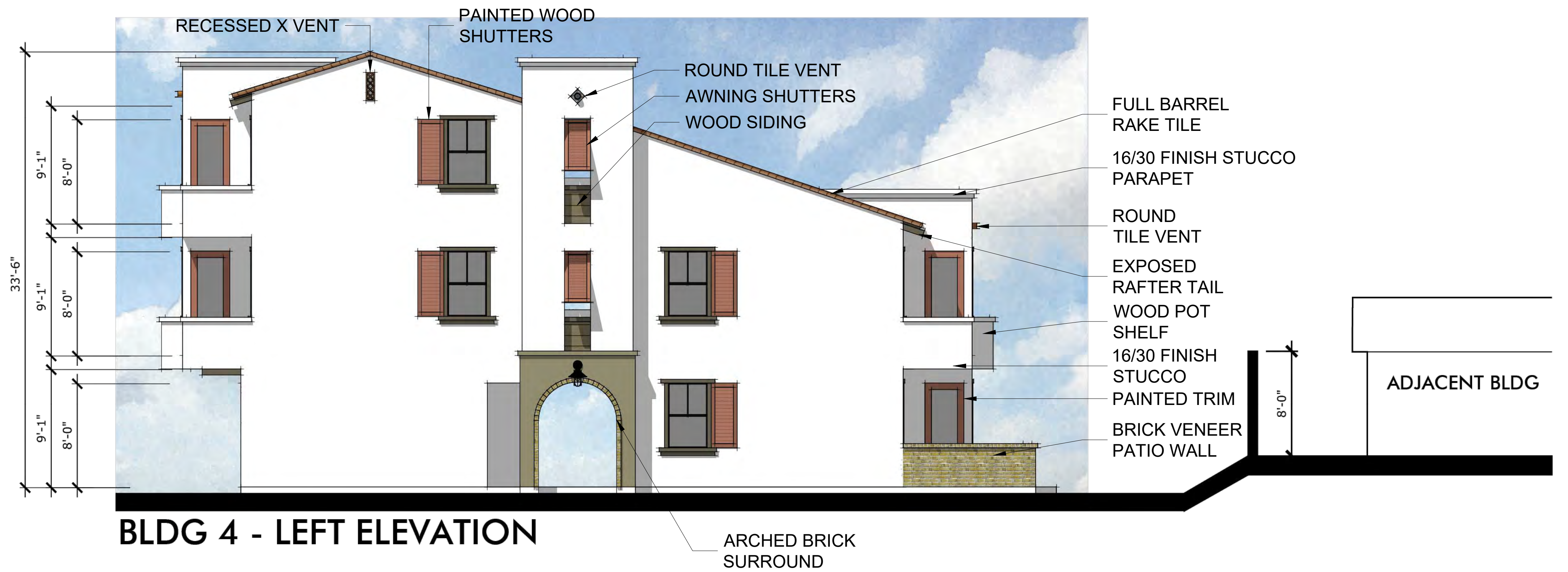




BLDG 4 - FRONT ELEVATION



BLDG 4 - RIGHT ELEVATION



BLDG 4 - LEFT ELEVATION



BLDG 4 - REAR ELEVATION

BUENA PARK

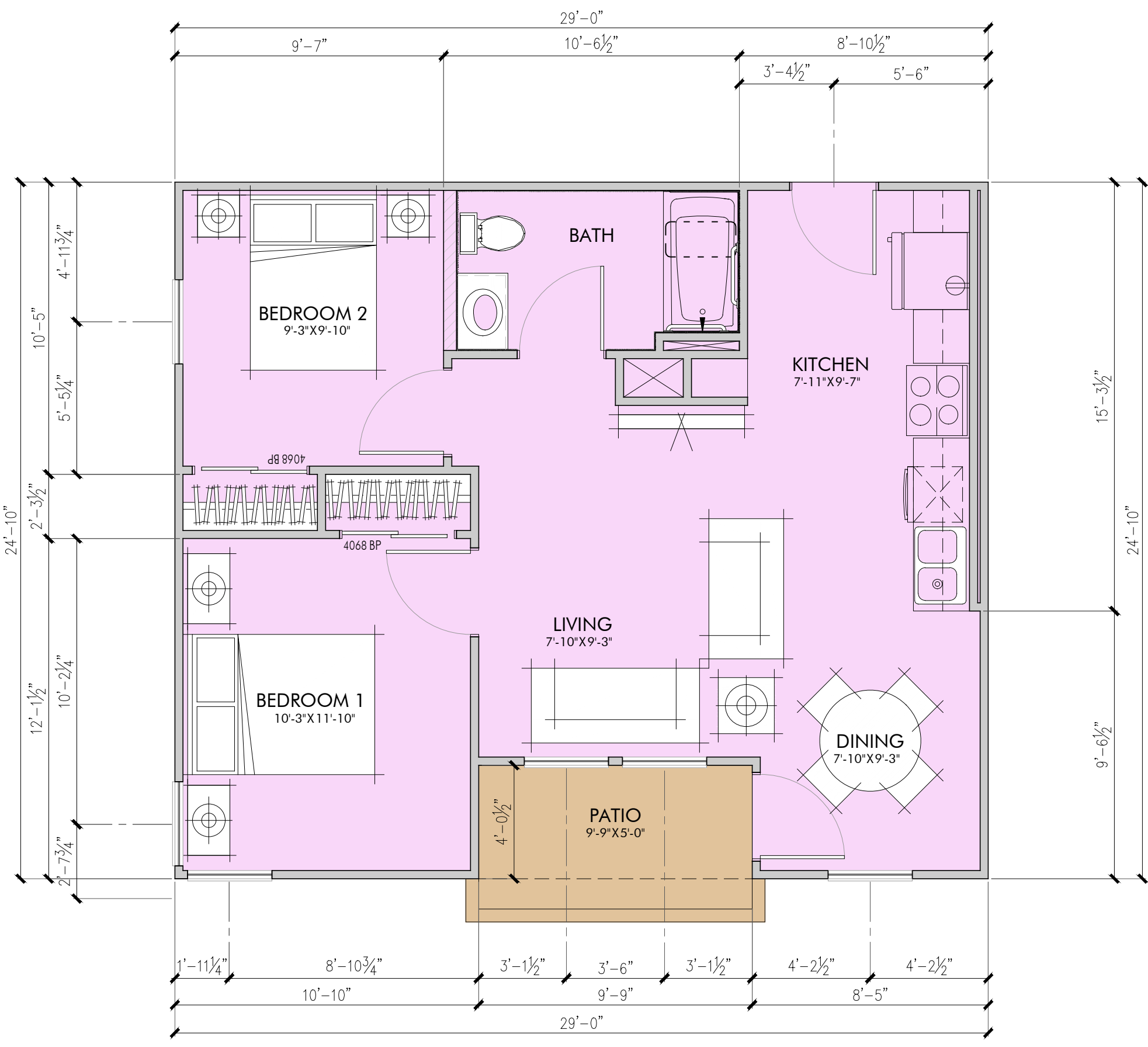
BUENA PARK, CA

September 5, 2023

SCALE: 3/16" = 1'-0"

DESIGN DEVELOPMENT ELEVATIONS

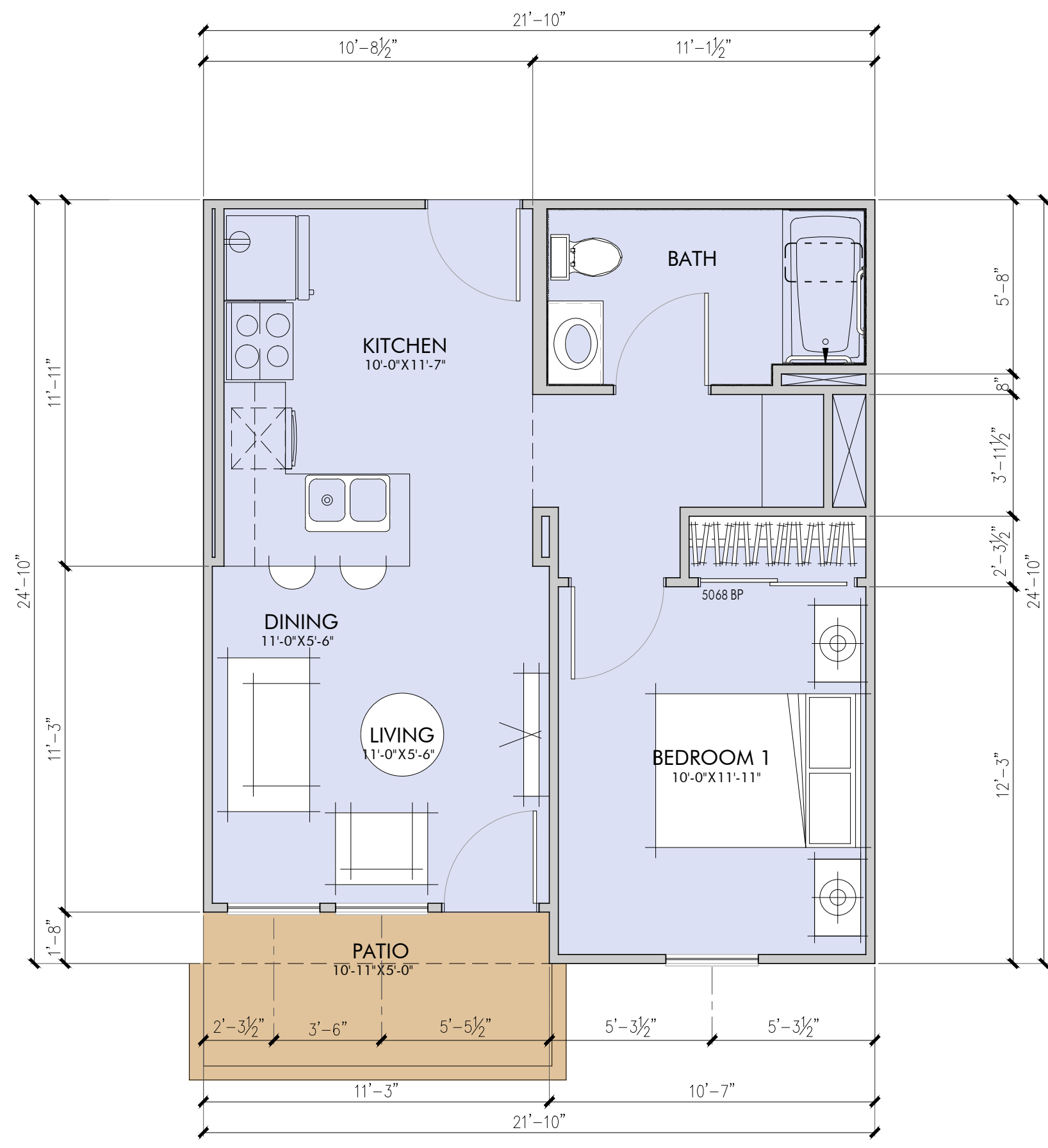
Floor Area: Plan 1	
LIVING AREA:	
FIRST FLOOR LIVING:	700.5 SQ. FT.
TOTAL LIVING AREA:	700 SQ. FT.
OTHER AREAS:	
PATIO/BALCONY:	49 SQ. FT.



PLAN 1
2 BED / 1 BATH

1/4" = 1'-0"

Floor Area: Plan 2	
LIVING AREA:	
FIRST FLOOR LIVING:	523.4 SQ. FT.
TOTAL LIVING AREA:	523 SQ. FT.
OTHER AREAS:	
PATIO/BALCONY:	55 SQ. FT.



PLAN 2
1 BED / 1 BATH

1/4" = 1'-0"

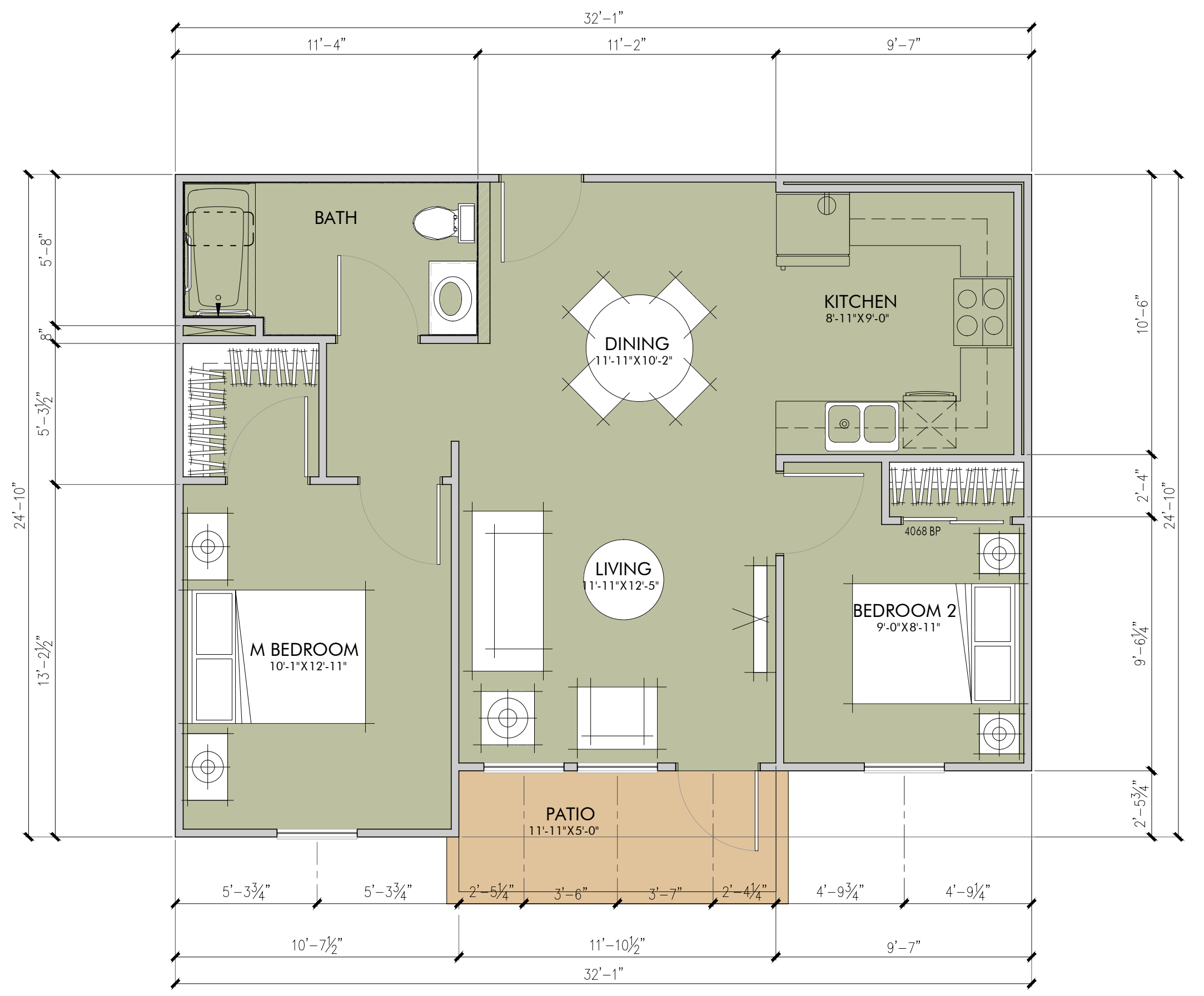
Floor Area: Plan 3	
LIVING AREA:	
FIRST FLOOR LIVING:	923.1 SQ. FT.
TOTAL LIVING AREA:	923 SQ. FT.
OTHER AREAS:	
PATIO/BALCONY:	49 SQ. FT.



PLAN 3
3 BED / 2 BATH

1/4" = 1'-0"

Floor Area: Plan 4	
LIVING AREA:	
FIRST FLOOR LIVING:	743.5 SQ. FT.
TOTAL LIVING AREA:	744 SQ. FT.
OTHER AREAS:	
PATIO/BALCONY:	63 SQ. FT.



PLAN 4
2 BED / 1 BATH

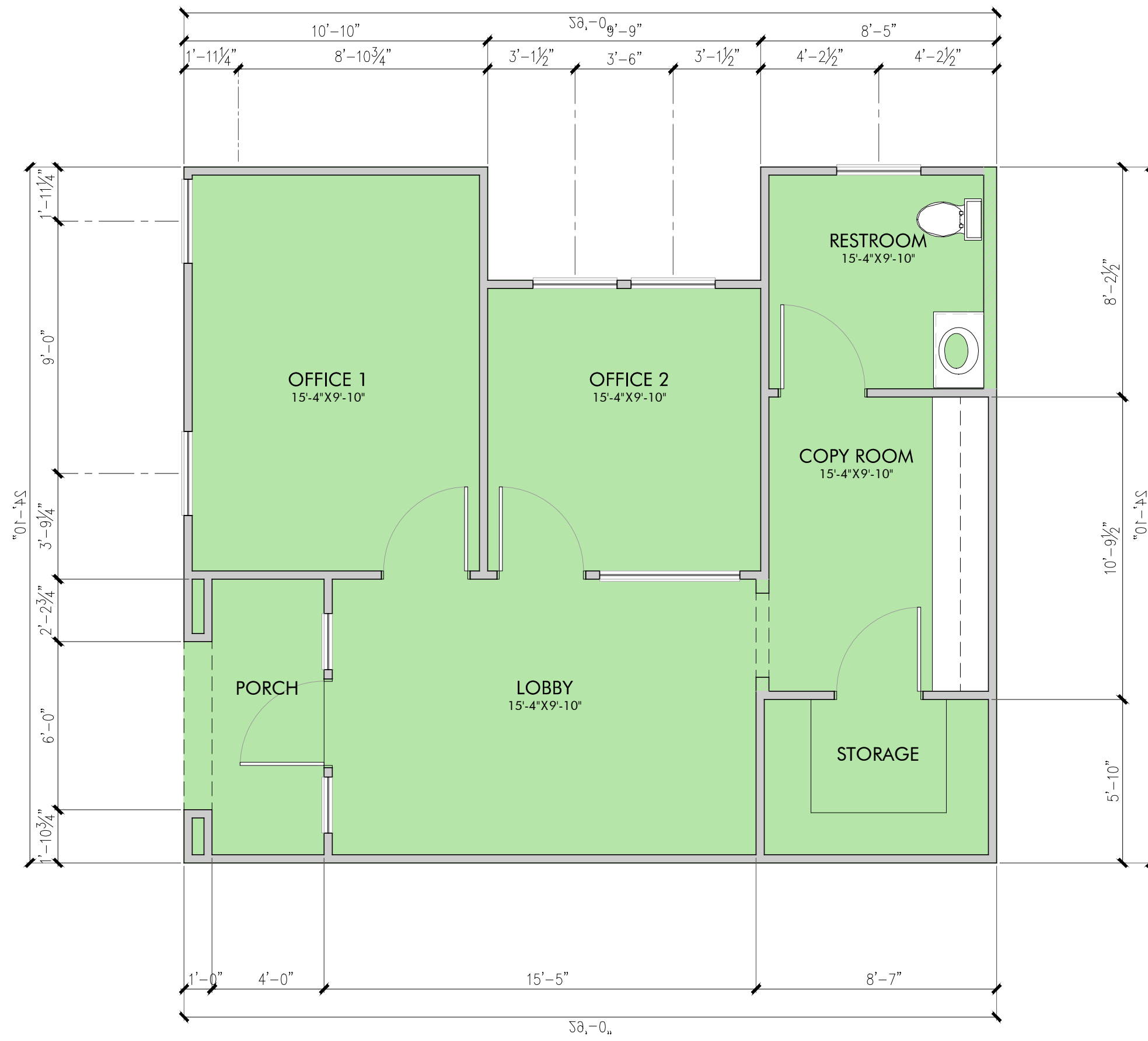
1/4" = 1'-0"

BUENA PARK

BUENA PARK, CA

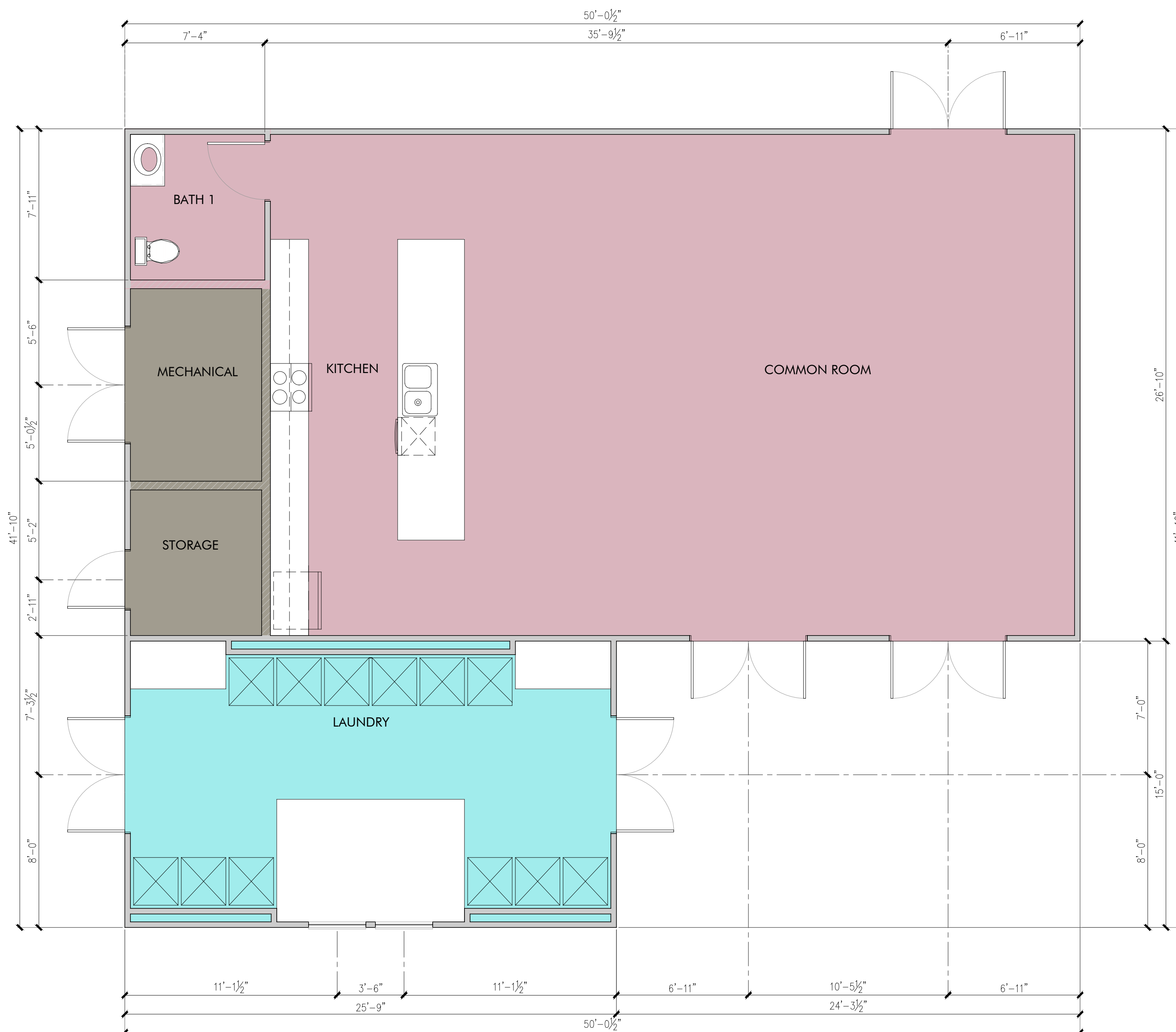
September 5, 2023

DESIGN DEVELOPMENT UNIT PLAN



LEASING OFFICE

1/4" = 1'-0"



COMMUNITY ROOM / LAUNDRY ROOM

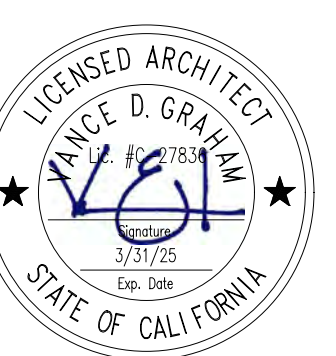
1/4" = 1'-0"

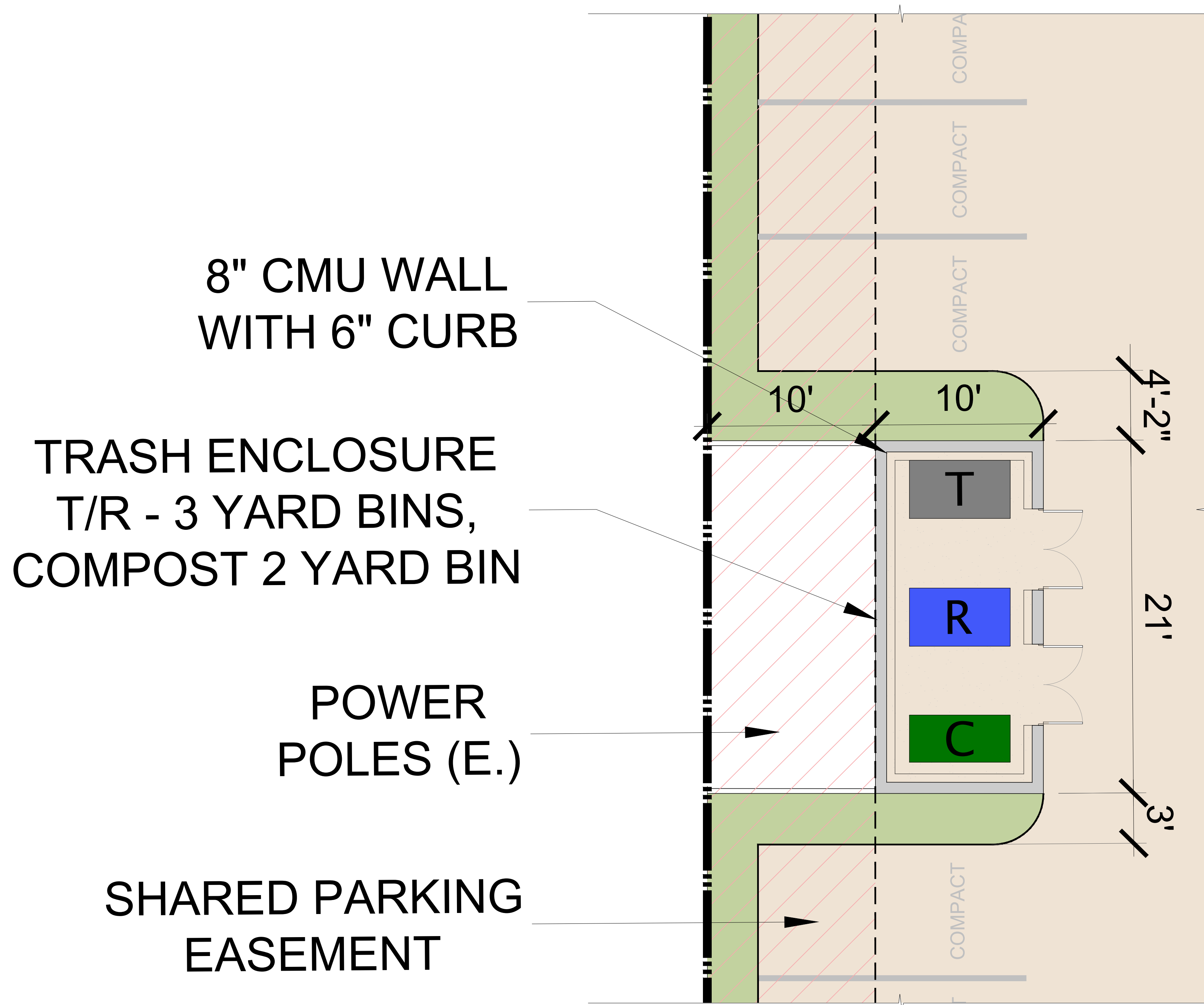
BUENA PARK

BUENA PARK, CA

September 5, 2023

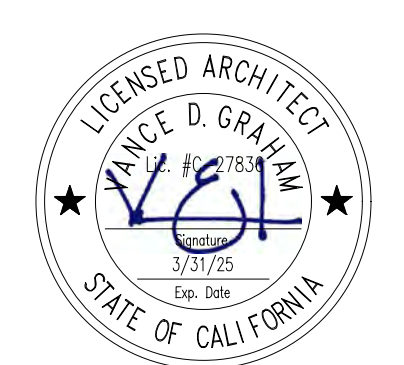
DESIGN DEVELOPMENT AMENITY PLAN





TRASH ENCLOSURE

1/4" = 1'-0"

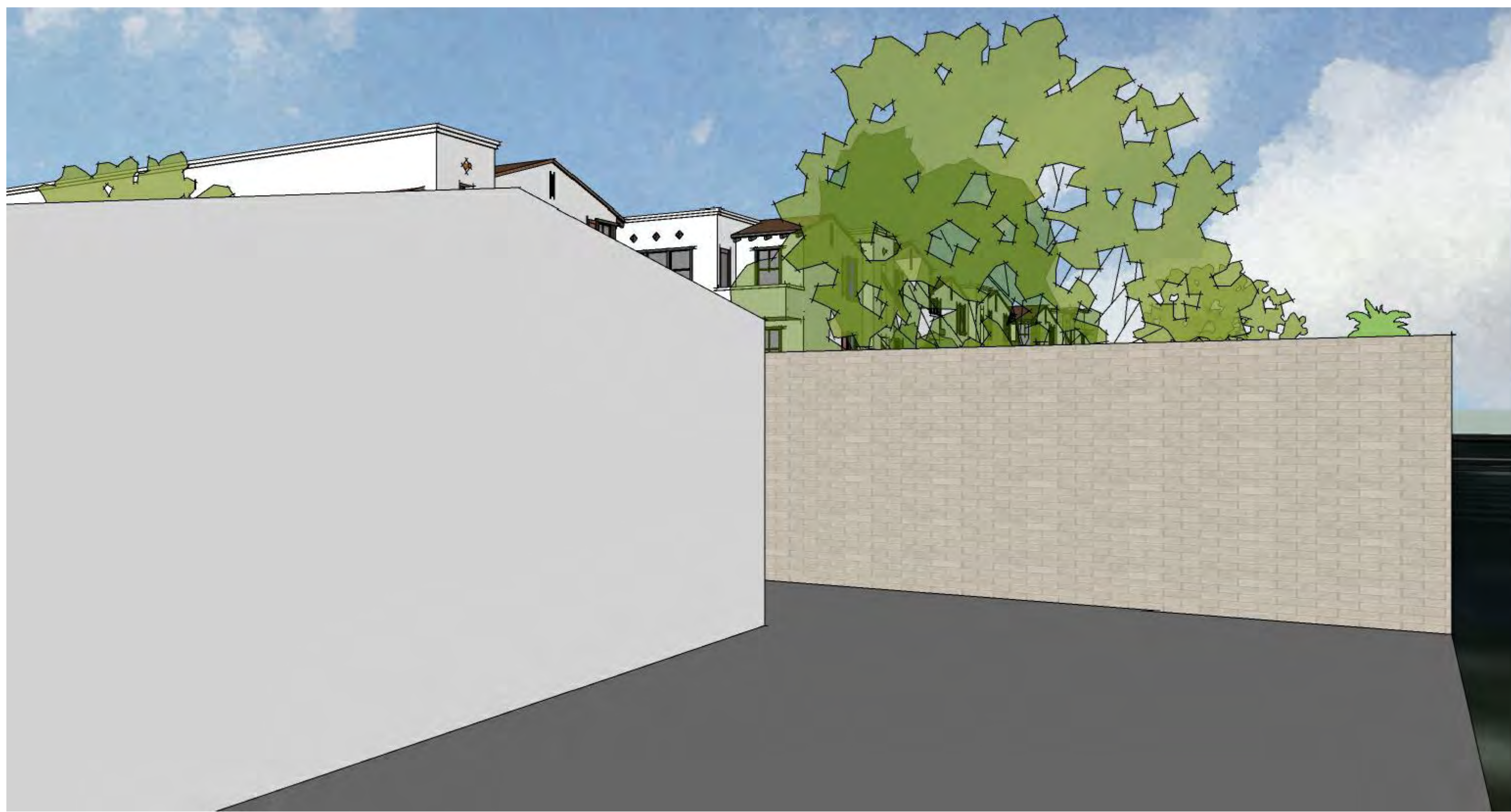




NEIGHBOR FRONT YARD VIEW



NEIGHBORS HOUSE FROM BALCONY



NEIGHBOR REAR YARD VIEW



NEIGHBORS HOUSE FROM PARKING LOT

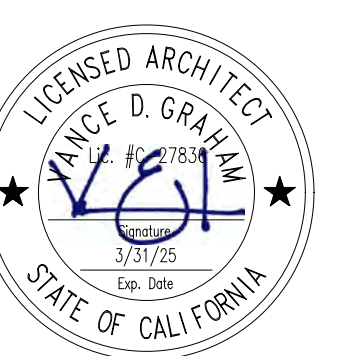
BUENA PARK

BUENA PARK, CA

NEIGHBOR VIEWS

September 5, 2023

SCALE: NTS





LANDSCAPE AMENITIES KEY

- 1 ENTRY MONUMENT SIGN
- 2 SECURITY GATE
- 3 MAIL KIOSK
- 4 SHORT TERM BIKE PARKING (4 BIKES)
- 5 RESIDENT COURTYARD (1912 S.F.)
DINING & SOCIAL TERRACE WITH FURNITURE
TWO (2) BARBECUES
2-5 & 5-12 AGE SEPARATED TOT LOT (615 SF)
BENCH SEATING
13-17 PING PONG
- 6 OFF-LEASH PET AREA(2,288 S.F.)
SYNTHETIC TURF
VESTIBULE WITH SEATING
AGILITY EQUIPMENT
48" HIGH FENCE
HEDGE AROUND PRIVATE PATIOS
- 7 ENHANCED PAVING AT BUILDING ENTRIES
- 8 TRASH ENCLOSURE (BY ARCHITECT)
- 9 BENCH WITH FLOWERING VINES ON WALL
- 10 VEHICULAR CONCRETE PAVERS FOR TRAFFIC CALMING

WALL and FENCE KEY

- WEST & EAST PROPERTY LINE
6' HIGH SPLIT FACE MASONRY WALL
COLOR: SOURDOUGH
- NORTH PROPERTY LINE ADJACENT TO EXISTING RESIDENTIAL
8' HIGH SPLITFACE MASONRY WALL
COLOR: SOURDOUGH
- WATER EASEMENT
6' HIGH TUBULAR STEEL FENCE
COLOR: BLACK
- PRIVATE PATIO WALLS
42" HIGH STUCCO TO MATCH BUILDING
COLOR: MATCH BUILDING



EXISTING POWER POLES

10' UTILITY EASEMENT

RETAIL SERVICE ALLEY

7' W DEDICATION

"RIGHT TURN ONLY" and "PEDESTRIAN CROSSING" SIGNAGE SEE SHEET L.2

STREETSCAPE PER CITY PUBLIC WORKS

7101 LINCOLN APARTMENTS

BUENA PARK, CA

APN: 135-192-50

AUGUST 17, 2023

CONCEPTUAL LANDSCAPE PLAN



Proposed Plant Palette

7101 LINCOLN AVENUE - CITY OF BUENA PARK

The objective of the overall landscaping concept is to provide a distinct visual impression and community identity while providing the highest level of aesthetic standards complimented by the quality of the building materials that will assure an attractive environment enhancing the quality of life among its residents.

The landscape irrigation concept for the site will be designed to provide the most efficient and conserving means to distribute irrigation water and provide the Property Management Company and with the latest technology for water conservation.

The following plant material as selected is considered for their water conservation and non-invasive properties.

TREES:

Botanical Name	Common Name	Size:
LINCOLN AVENUE TREE (in 5' wide parkway):		
<i>Koelreuteria bipinnata</i>	Chinese Flame Tree	24" box
LINCOLN AVENUE LANDSCAPE SETBACK:		
<i>Chamaerops humilis</i>	Mediterranean Fan Palm - multi	36" box
<i>Parkinsonia 'Desert Museum'</i>	Hybrid Palo Verde - multi-trunk	36" box
<i>Quercus agrifolia</i>	California Live Oak	36" box
<i>Washingtonia filifusta</i>	Hybrid California Fan Palm	16' b.t.h.
SCREENING TREES at NORTH and EAST PROPERTY LINE:		
<i>Cupressus sempervirens</i>	Italian Cypress	24" box
<i>Lophostemon conferta</i>	Brisbane - low branching	36" box
<i>Pinus eldarica</i>	Afghan Pine	24" box
<i>Podocarpus gracillior</i>	Fern Pine - column	24" box
ACCENT TREES at OPEN SPACE COURTYARDS:		
<i>Aloe bainesii</i>	Tree Aloe	24" box
<i>Lophostemon conferta</i>	Brisbane - low branching	36" box
<i>Magnolia 'Little Gem'</i>	Southern Magnolia - low branching	36" box
<i>Olea 'Swan Hill'</i>	Fruitless Olive - multi	36" box
<i>Trachycarpus fortunei</i>	Windmill Palm	6' - 10' ht. varies
PARKING LOT and CARRIAGEWAYS:		
<i>Prun caroliniana 'Bright & Tight'</i>	Compact Carolina Cherry - column	24" box
<i>Trachycarpus fortunei</i>	Windmill Palm	6' - 10' ht. varies
<i>Ulmus parvifolia 'True Green'</i>	Evergreen Elm	24" box
<i>Washingtonia robusta</i>	Mexican Fan Palm - skinned	12'-18' ht. varies

SHRUBS and GROUNDCOVERS:

Botanical Name	Common Name
Large shrubs (minimum 5 gallon size at 3' o.c.)	
<i>Agave attenuata</i>	Foxtail Agave
<i>Furcraea mediopicta</i>	Mauritius Hemp
<i>Ligustrum japonicum</i>	Japanese Privet
<i>Pittosporum tobira</i>	Japanese Pittosporum
<i>Rhaphiolepis indica 'Clara'</i>	White Indian Hawthorn
Medium Shrubs (minimum 5 gallon size)	
<i>Dianella variegata</i>	Variiegated Flax Lilly
<i>Dietes vegeta</i>	Fortnight Lilly
<i>Phormium 'Yellow Wave'</i>	Hybrid Flax
<i>Strelitzia reginae</i>	Bird of Paradise
<i>Viburnum tinus 'Spring Bouquet'</i>	Spring Bouquet Viburnum
Low Shrubs and Groundcovers (minimum 1 gallon size)	
<i>Bougainvillea 'San Diego Red'</i>	Red Bougainvillea
<i>Buxus japonica - hedge</i>	Boxwood
<i>Carriss macrocarpa 'Green Carpet'</i>	Natal Plum
<i>Dianella 'Little Rev'</i>	Little Rev Flax Lilly
<i>Festuca mairei</i>	Atlas Fescue
<i>Lantana 'Bandana'</i>	Red Lantana
<i>Rosa floribunda 'Iceberg'</i>	Iceberg Rose
<i>Rosmarinus prostratus</i>	Dwarf Rosemary
<i>Trachelospermum jasminoides</i>	Star Jasmine



GENERAL PLANTING NOTES:

1. MAINTAIN SHRUBS AT 24" HIGH INSIDE OF STREET AND DRIVEWAY LINE OF SIGHT.
2. SECURITY PLANTING MATERIALS WILL BE UTILIZED ALONG WALL AND PROPERTY LINES AND UNDER VULNERABLE WINDOWS AND BALCONIES.
3. ROOT BARRIERS ARE REQUIRED FOR ALL TREES WITHIN 5' OF ANY HARDSCAPE SURFACE.

IRRIGATION CONCEPT NOTE:

THE FOLLOWING IS A SUMMARY OF THE PROPOSED IRRIGATION CONCEPT FOR THE LANDSCAPED AREAS:

PURPOSE: TO PROVIDE THE LANDSCAPE MAINTENANCE COMPANY A MECHANICAL DEVICE TO DISTRIBUTE WATER AND ENSURE PLANT SURVIVAL IN THE MOST EFFICIENT MANNER AND WITHIN A TIME FRAME THAT LEAST INTERFERES WITH THE ACTIVITIES OF THE RESIDENTS.

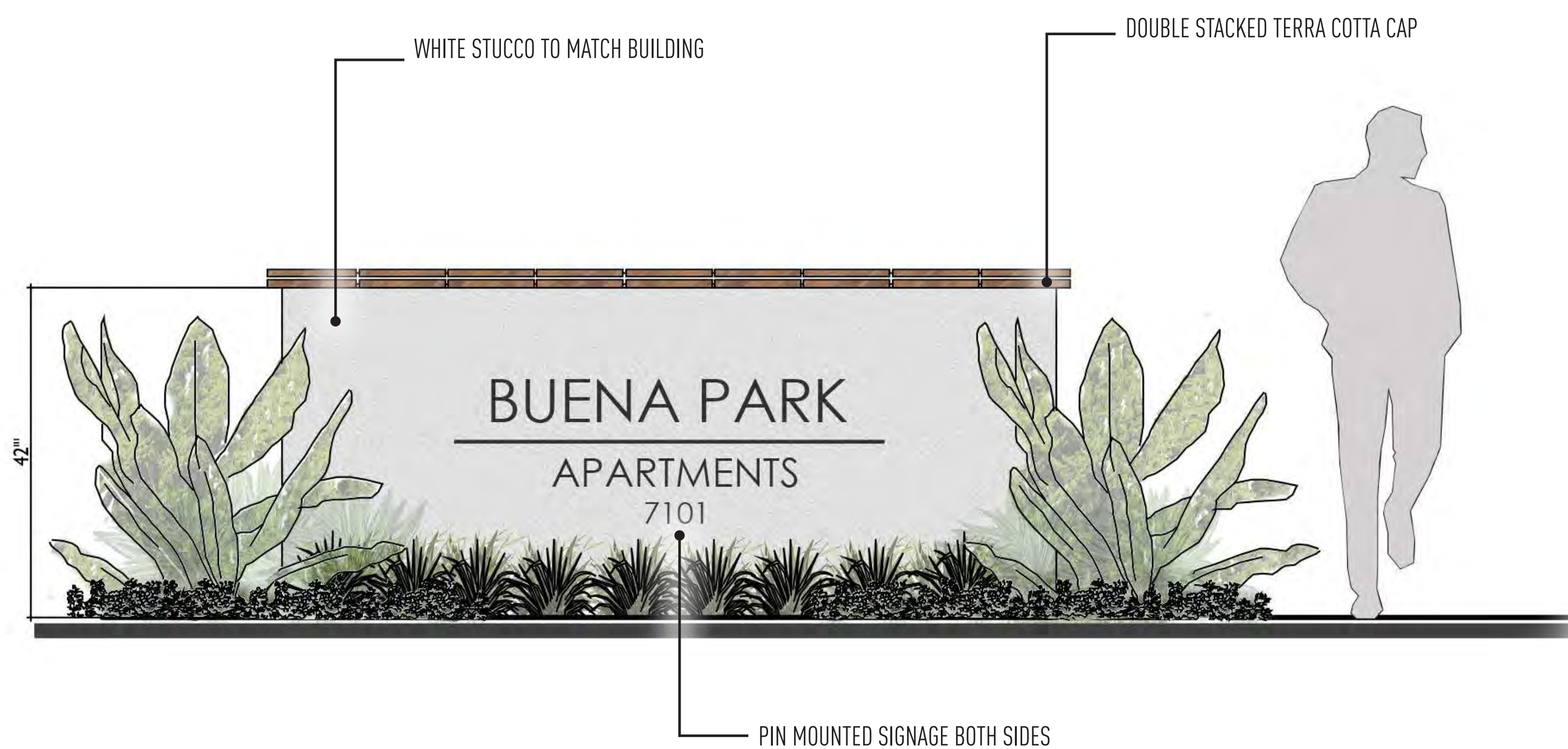
CONCEPT: THE SYSTEM WILL DERIVE ITS WATER FROM THE CITY OF BUENA PARK DEPARTMENT OF WATER AND POWER. ALL POINTS OF CONNECTIONS WILL BE PROTECTED BY A BACKFLOW PREVENTION UNIT IN ACCORDANCE WITH CITY OF BUENA PARK DEPARTMENT OF WATER AND POWER STANDARDS. THE SYSTEM WILL UTILIZE VARIOUS TYPES OF IRRIGATION HEADS COMPATIBLE WITH THE AREA BEING WATERED AND INFILTRATION RATES OF THE SOIL WITH MATCHED PRECIPITATION RATES. THE SYSTEM WILL BE CONTROLLED BY A "SMART CONTROLLER" AND MOISTURE SENSING EQUIPMENT. VALVES PROGRAMMED FROM AUTOMATIC CONTROLLERS WILL MAXIMIZE EFFICIENT WATER APPLICATION.

TO AVOID WASTED WATER, THE CONTROLS WILL BE OVERSEEN BY A FLOW MONITOR THAT WILL DETECT ANY BROKEN SPRINKLER HEADS TO STOP THAT STATION'S OPERATION, ADVANCING TO THE NEXT WORKABLE STATION. IN THE EVENT OF PRESSURE SUPPLY LINE BREAKAGE, IT WILL COMPLETELY STOP THE OPERATION OF THE SYSTEM. ALL MATERIAL WILL BE NONFERROUS, WITH THE EXCEPTION OF THE BRASS PIPING INTO AND OUT OF THE BACKFLOW UNITS. ALL WORK WILL BE IN THE BEST ACCEPTABLE MANNER IN ACCORDANCE WITH APPLICABLE CODES AND STANDARDS PREVAILING IN THE INDUSTRY. WATERING WILL CONFORM WITH CITY OF BUENA PARK WATER CONSERVATION REQUIREMENTS.

WATER USE NOTE:

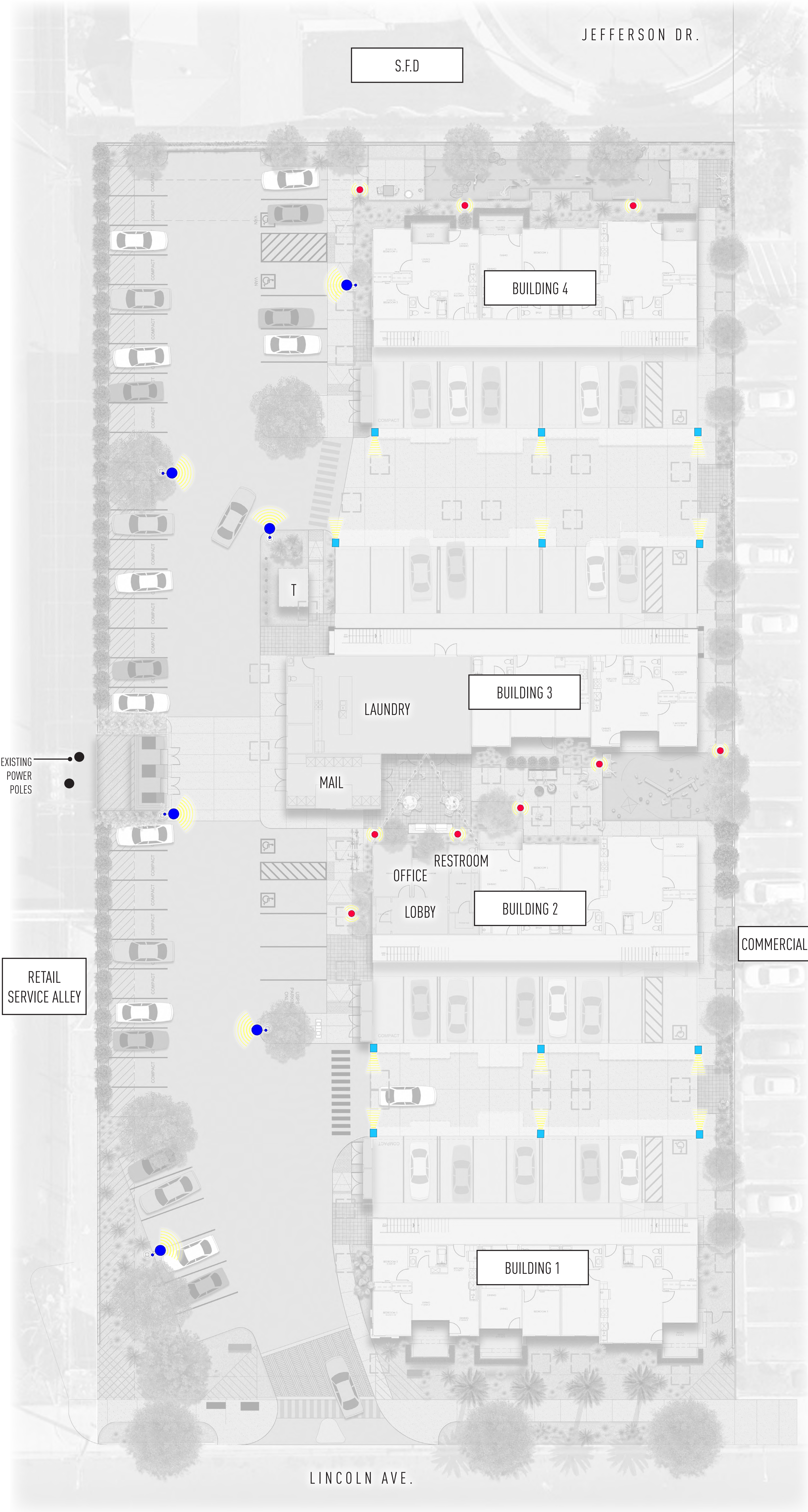
PROPOSED PLANTING TO MEET AB NO. 1881 and CITY OF BUENA PARK REQUIREMENTS FOR WATER CONSERVATION.

EXIT SIGN



SIGN MATERIALS

PROJECT MONUMENT SIGN



EXTERIOR LIGHTING LEGEND		
SYMBOL	TYPE/TECHNIQUE	LOCATION:
	POLE LIGHT	PARKING LOT
	BOLLARD	AT PEDESTRIAN PATH OF TRAVEL
	WALL MOUNTED LIGHT	MOUNTED ON GARAGES

LIGHTING CONCEPT:

THE OUTDOOR LIGHTING CONCEPT IS TO PROVIDE LEVELS OF LIGHTING SUFFICIENT TO MEET SAFETY AND ORIENTATION NEEDS.

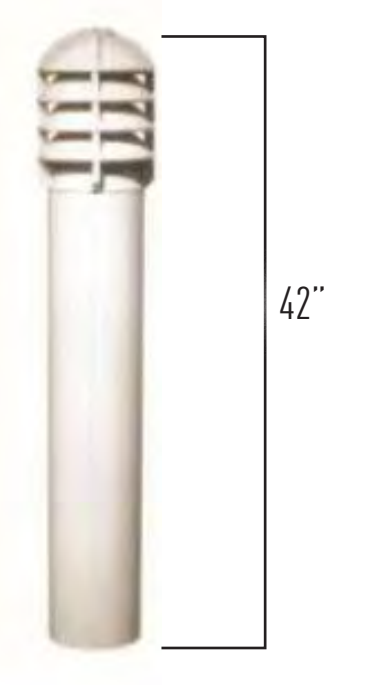
WITHIN PUBLIC AREAS LIGHTING WILL BE WARM COLORED AND UNOBTUSIVE. LIGHT SOURCES WILL BE TUNGSTEN OR METAL HALIDE.

LIGHTING SOURCES FOR THE LANDSCAPE AND PAVED AREAS WILL BE CONCEALED AND THE LIGHTING INDIRECT NOT VISIBLE FROM A PUBLIC VIEWPOINT. LIGHT SOURCES SHOULD BE DIRECTED SO THAT IT DOES NOT FALL OUTSIDE THE AREA TO BE LIGHTED.

ALL EXTERIOR SURFACE AND ABOVE-GROUND MOUNTED FIXTURES WILL BE SYMPHETIC AND COMPLIMENTARY TO THE ARCHITECTURAL THEME.



PARKING LOT POLE LIGHT 12' H



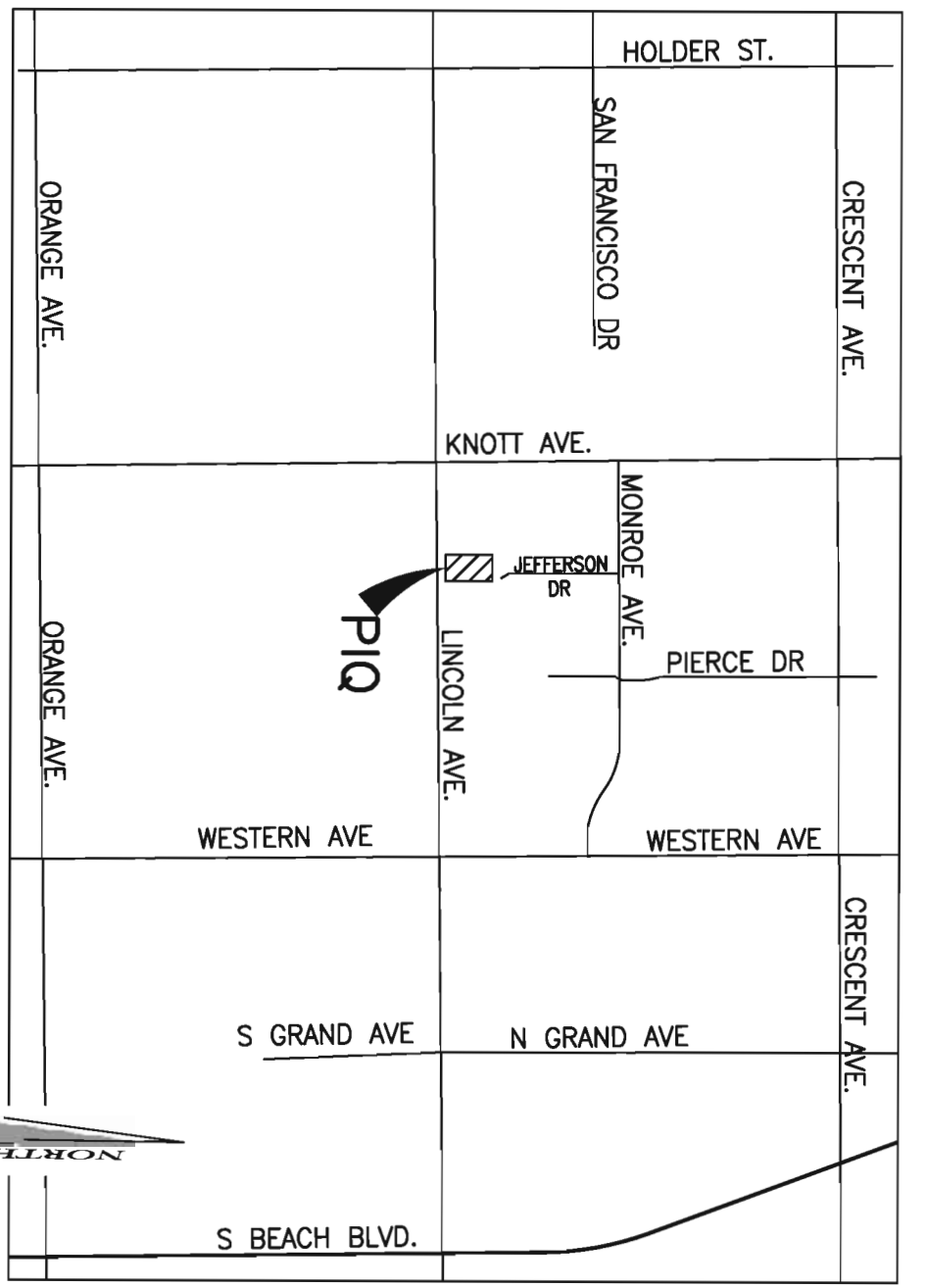
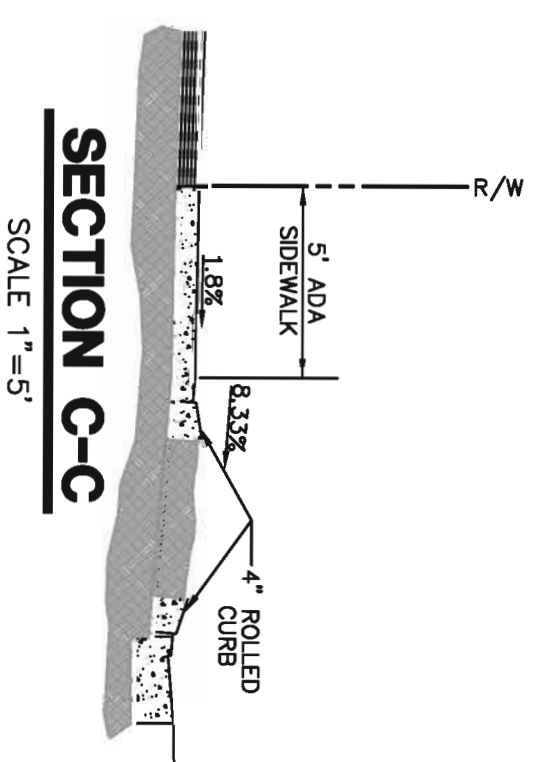
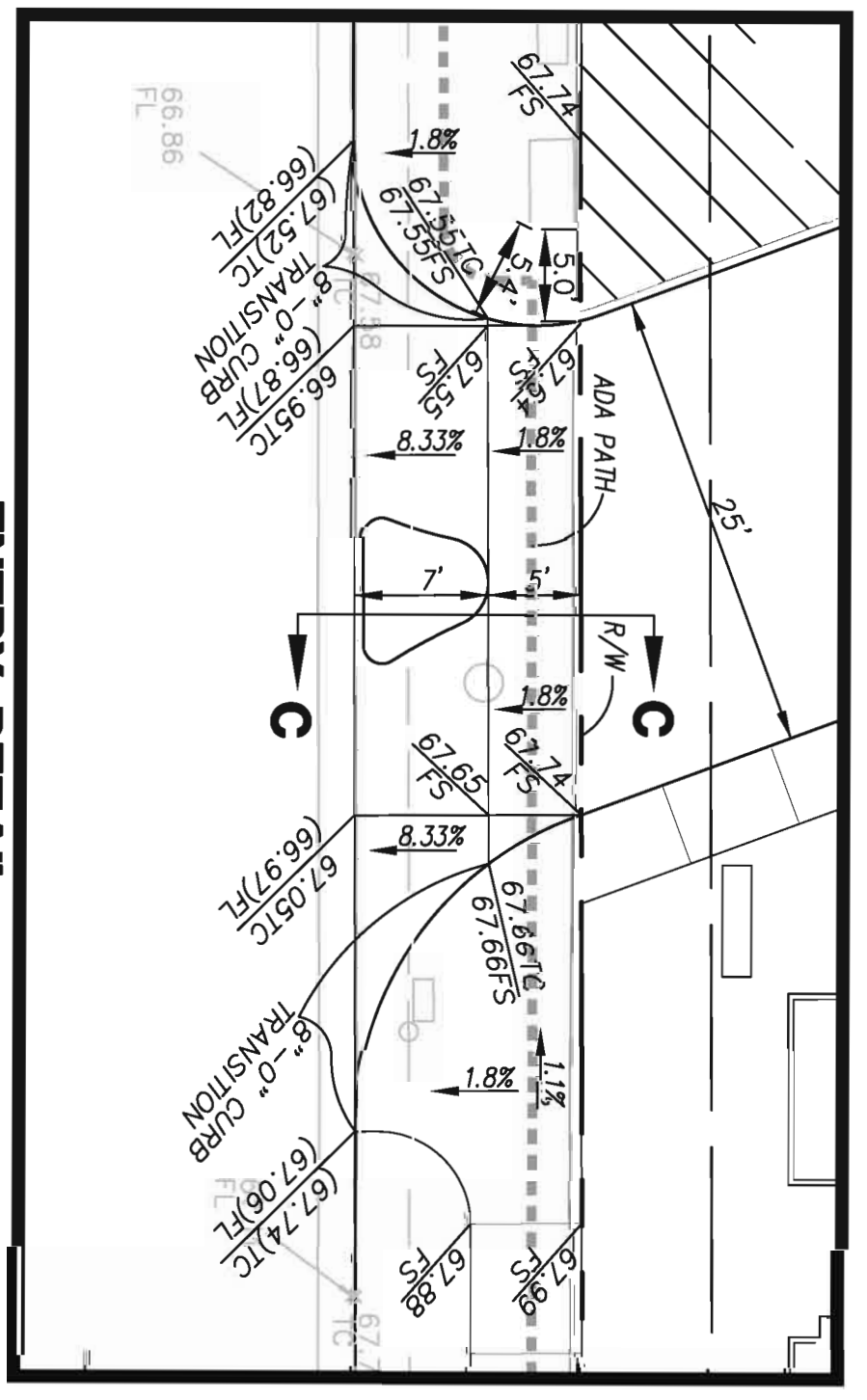
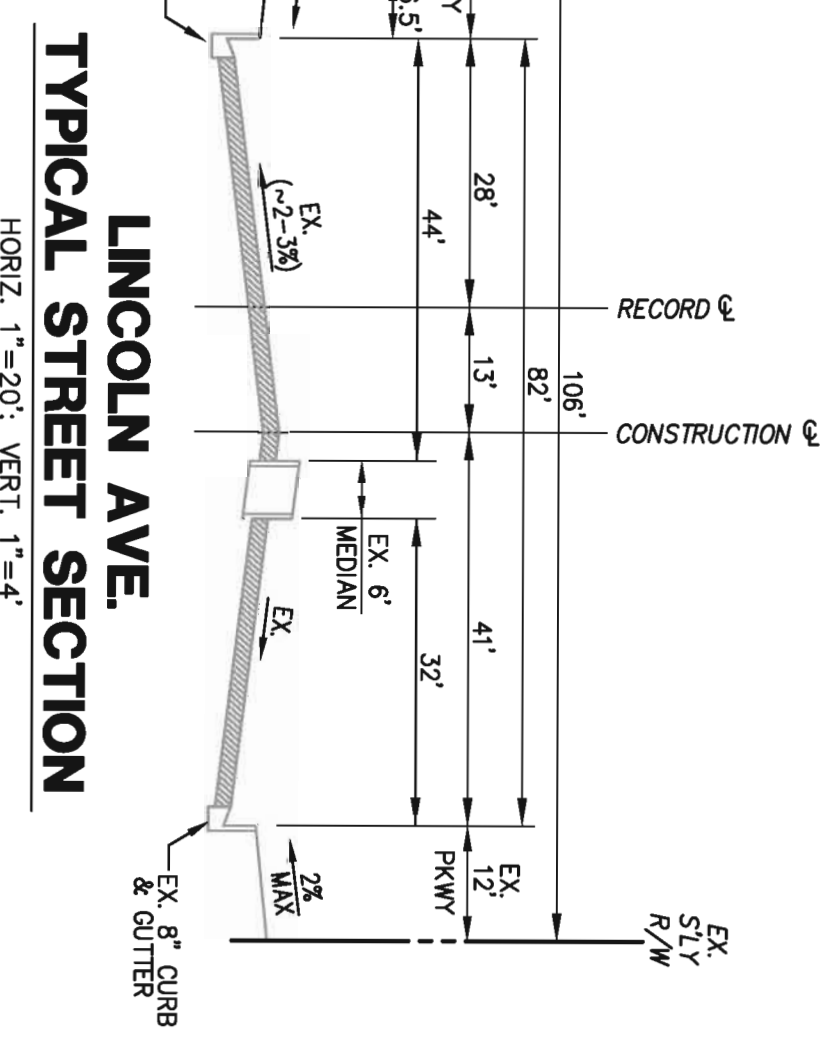
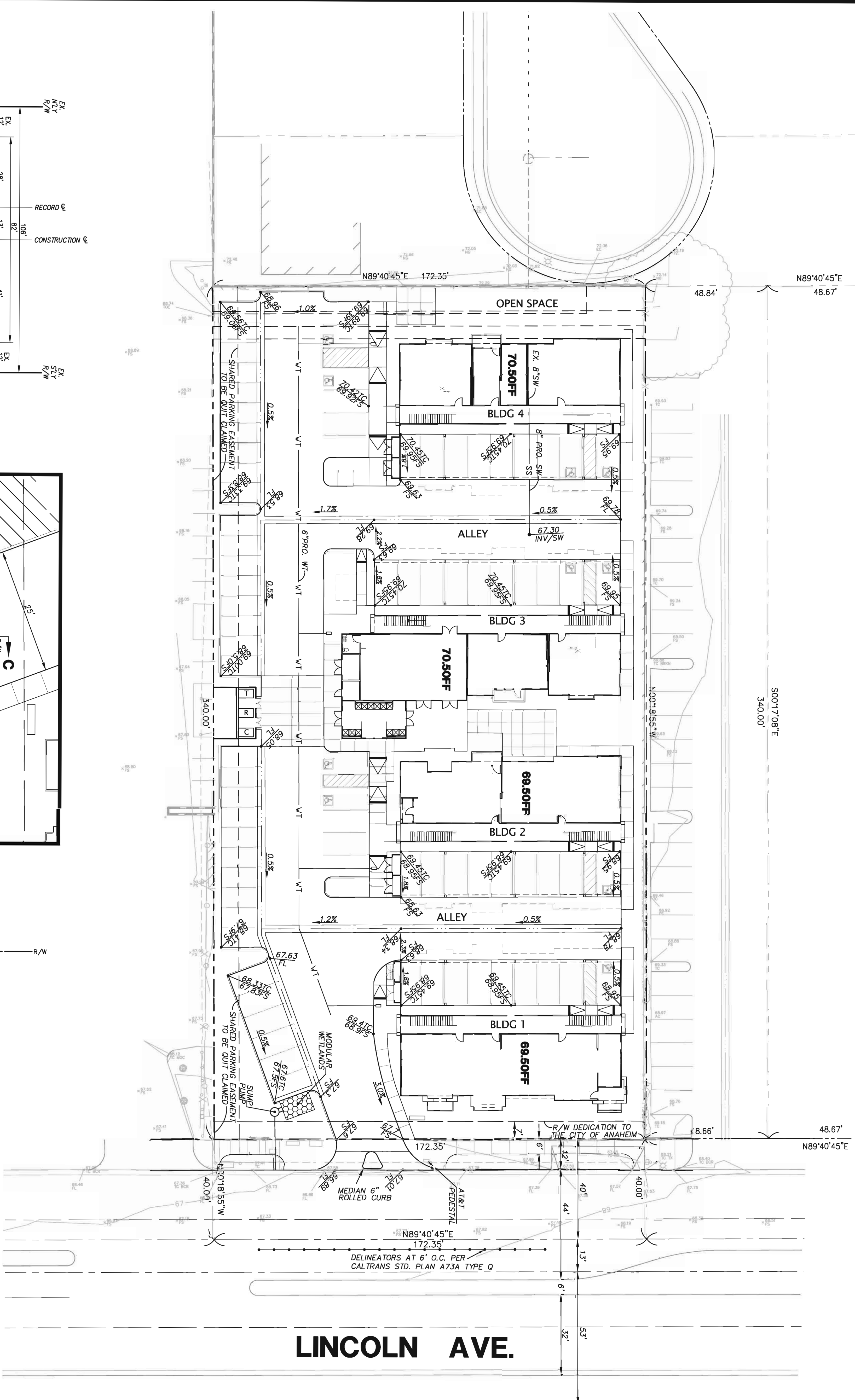
WALKWAY BOLLARDS



WALL MOUNTED GARAGE LIGHT

CONCEPTUAL GRADING PLAN

7101 LINCOLN AVE, BUENA PARK, CA 90620



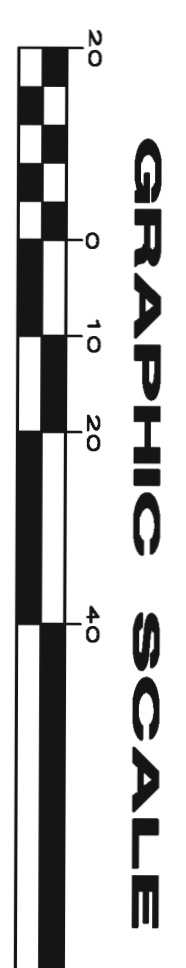
- LEGEND**
- N - NORTH
 - S - SOUTH
 - E - EAST
 - W - WEST
 - NLY - NORTHERLY
 - SLY - SOUTHERLY
 - Ely - EASTERLY
 - Wly - WESTERLY
 - PL - PROPERTY LINE
 - WM - WATER METER
 - TSRB - TRAFFIC SIGNAL PULLBOX
 - SL - STREET LIGHT
 - CB - CATCH BASIN
 - SP - SIGNAL POLE
 - RF - IRON FENCE
 - EM - ELECTRIC METER
 - EM - ELECTRIC METER
 - LP - LP OF GUTTER
 - TC - TOP OF CURB
 - FS - FINISH SURFACE
 - FF - FINISH FLOOR
 - FL - FLOW LINE
 - HP - HIGH POINT
 - TO - TOP OF GRADE
 - 2% - RATE OF GRADE
 - CB - CATCH BASIN
 - BOUNDARY
 - PROPERTY LINE/RIGHT-CENTERLINE
 - OF WAY
 - EASEMENT
 - EX CURB & GUTTER
 - EX CONTOUR
 - EX. TREE/BUSH
 - PRO. TOP OF SLOPE
 - PRO. TOE OF SLOPE
 - DRAIN INLET & PIPE
 - PRO. BUILDING
 - PRO. CURB & GUTTER
 - HANDICAP STALL
 - POWER POLE
 - STREET LIGHT
 - PROPOSED STORM DRAIN
 - PROPOSED SEWER
 - EXISTING SEWER
 - PROPOSED WATER
 - EXISTING WATER

PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 172.35 FEET OF THE WEST 802.35 FEET OF THE NORTH 340.00 FEET OF THE SOUTH 380.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A COUNTY OF ORANGE STATE OF CALIFORNIA AS SHERMAN PARK, COUNTY RECORDS IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 135-192-50



PREPARED BY:

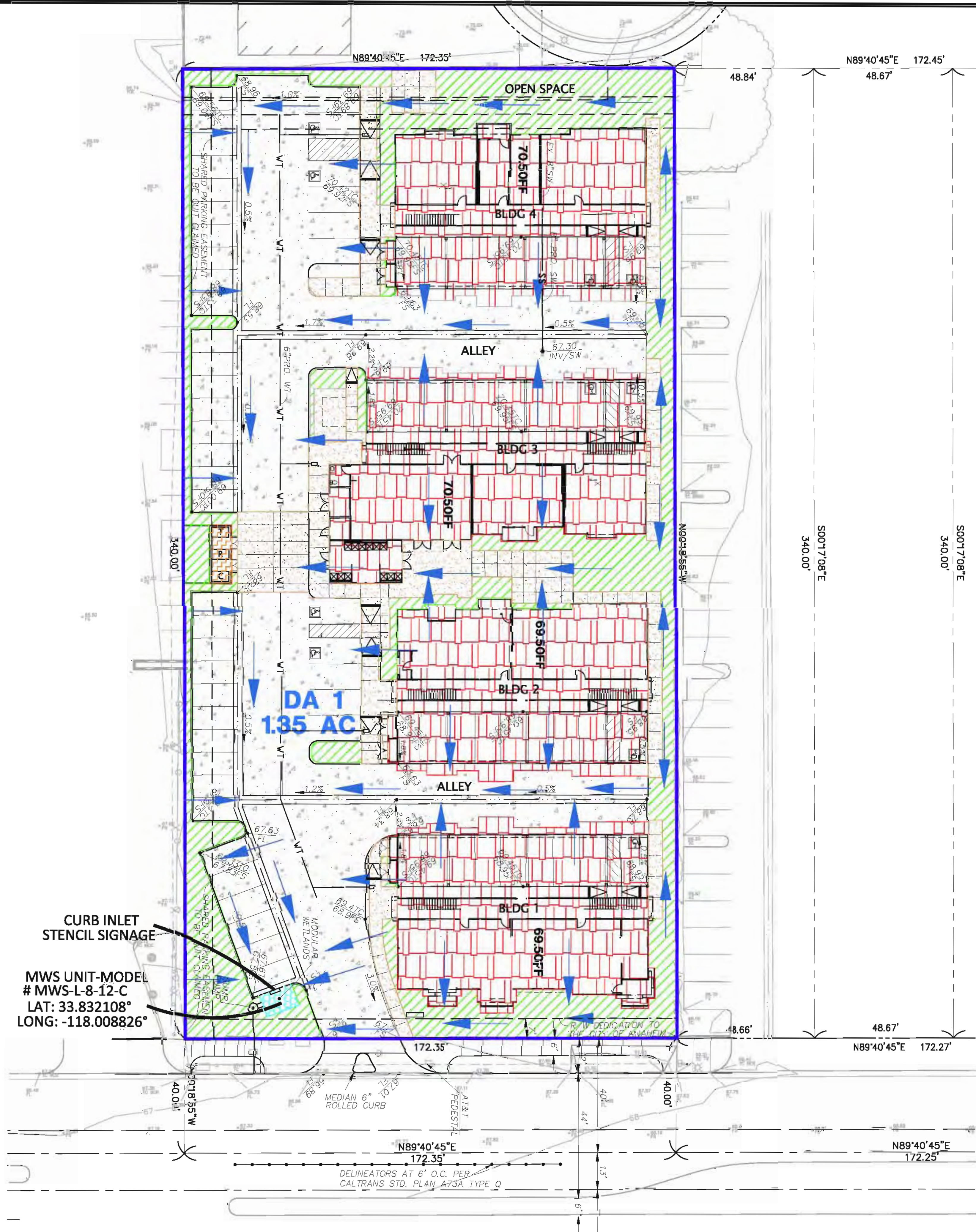
CA ENGINEERING, INC.
 Planning • Engineering • Surveying
 13821 NEWPORT AVE., STE 110
 TUSTIN, CA 92780
 949-724-9480 949-724-9484 FAX

REVISIONS	BY	DATE

OWNER:

C&C Development Co., LLC
 1421 Yuba Street, Suite 200
 Tustin, CA 92780
 CONTACT: Todd Cottle

MAY 15 2023
 SHEET NO: 815-1
C-1



PROJECT DATA:

TOTAL SITE AREA: 1.35 AC (58,599 SF)
 DISTURBED SITE AREA: 1.35 AC (58,599 SF)
 BUILDING AREA: 22,521 SF
 DRIVE AISLES/PARKING: 20,575 SF
 CONCRETE/SIDEWALK: 5,781 SF
 9,722 SF LANDSCAPING PROVIDED (17% PERVIOUS AREA)
 CURRENT USE: COMMERCIAL
 PROPOSED USE: RESIDENTIAL
 WATERSHED: SAN GABRIEL-COYOTE CREEK WATERSHED

**WATER QUALITY CALCULATIONS
 AREA 1 : MWS UNIT SIZING**

AREA 1 - 58,599 SF / 1.35 AC (83% IMPERVIOUS)
 DESIGN FLOW RATE (Qd) = C * DI * DA * 43,560 / (12in x 3600sec)
 RUNOFF COEFFICIENT (C) = 0.75 * Imp% + 0.15 = 0.75 * 0.83 + 0.15 = 0.77
 DI = DESIGN INTENSITY (in/hr) = 0.26 in/hr (Per TGD Worksheet D)
 DA = DRAINAGE AREA: 1.35 AC
 DESIGN FLOW RATE (Qd) = 0.77 * 0.26in/hr * 1.35 AC * 43,560 / (12in x 3600sec)
 = 0.273 cfs

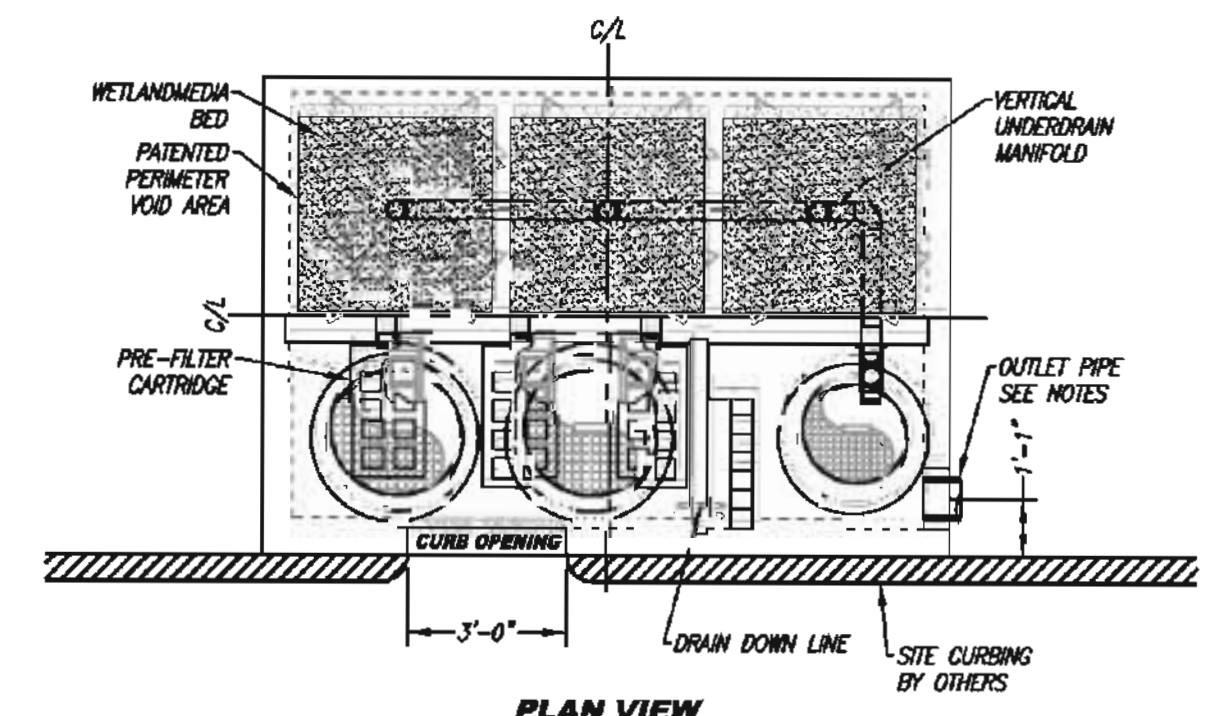
WILL USE MODULAR WETLANDS MODEL NO. MWS-L-8-12-C
 MWS-L-8-12 TREATMENT FLOW RATE = 0.346 cfs
 TREATED FLOW RATE > DESIGN FLOW RATE
 0.346 cfs > 0.273 cfs

LEGEND STRUCTURAL / TREATMENT BMPs

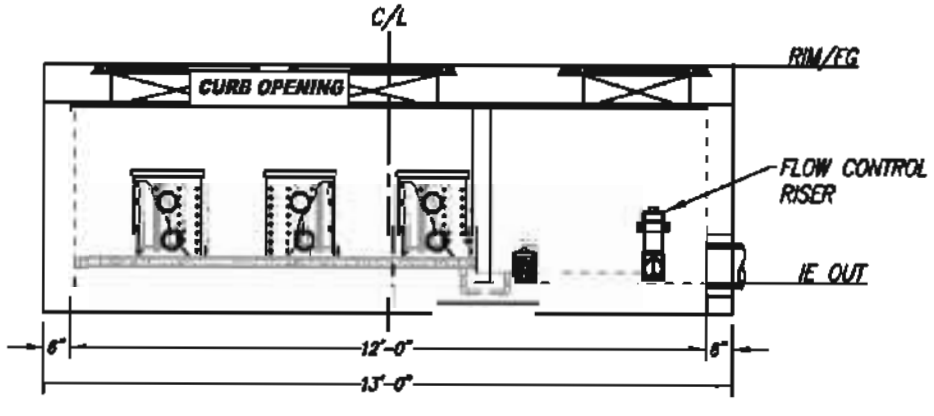
- LANDSCAPE AREA EFFICIENT IRRIGATION
LANDSCAPE AREA RUNOFF-MINIMIZING DESIGN
- CONCRETE WALKWAYS / HARDSCAPE
- DRIVEWAYS / DRIVE AISLES
- BUILDINGS
- TRASH ENCLOSURE
- MODULAR WETLANDS MODEL NO. MWS-L-8-12-C (DETAIL A) WITH STENCIL SIGNAGE PER "DETAIL B" HEREON
- FLOW PATTERN
- DRAINAGE AREAS **A1**
- FLOW LINE

BMP LOCATION

BMP #1 (LAT: 33.832108° / LONG: -118.008826°)



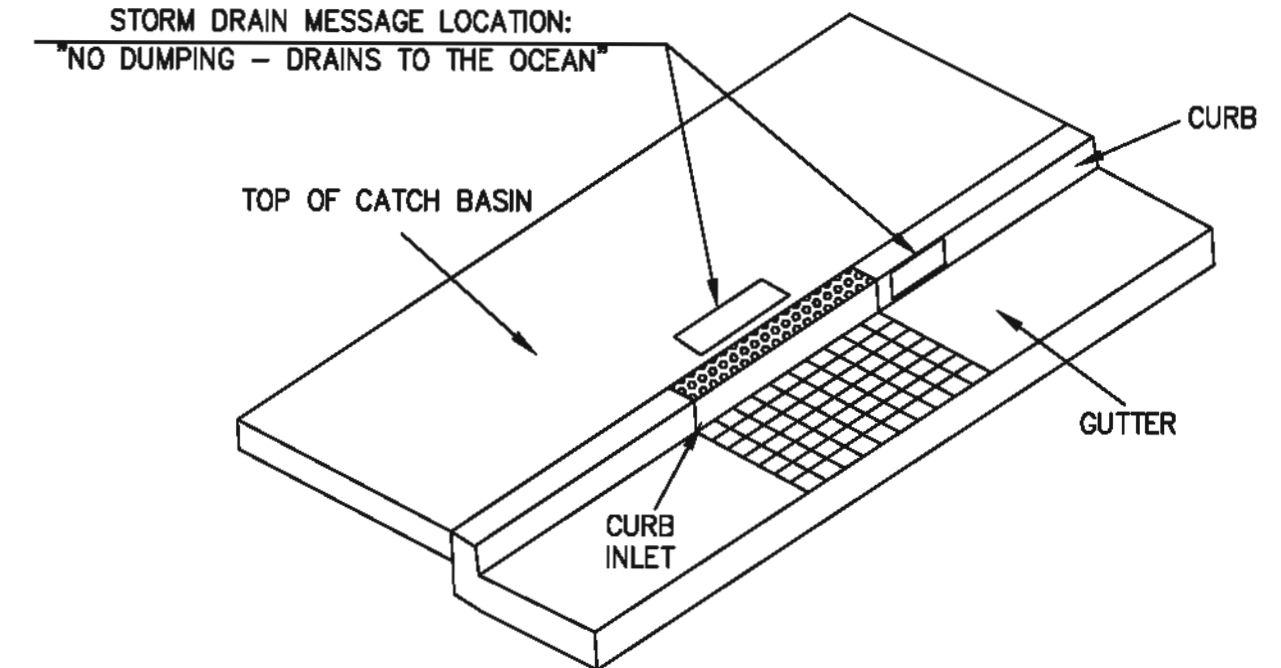
PLAN VIEW



ELEVATION VIEW

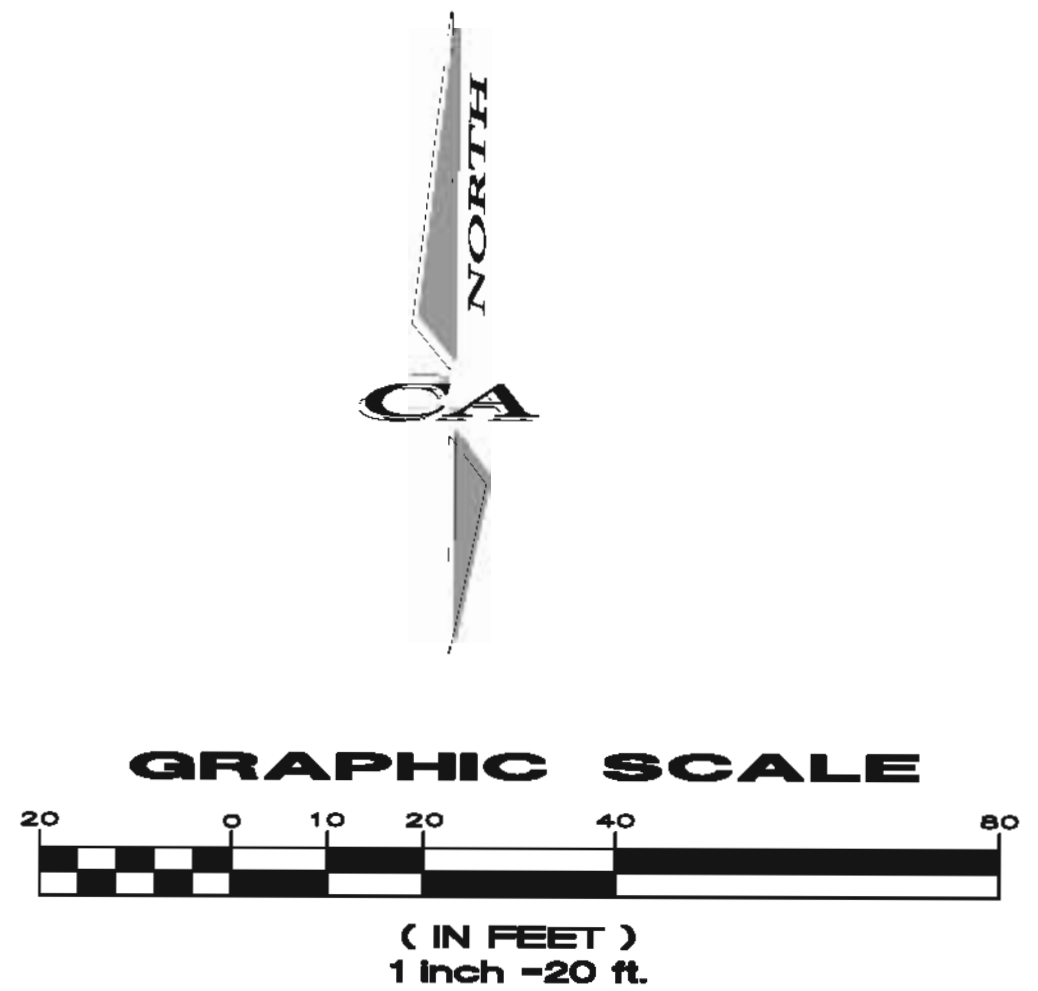
**DETAIL A: MODULAR WETLANDS
 MODEL NO. MWS-L-8-12-C**

N.T.S.



**DETAIL B:
 STORM DRAIN STENCIL SIGNAGE - CURB INLET**

N.T.S.



CURB INLET STENCIL SIGNAGE
 MWS UNIT-MODEL # MWS-L-8-12-C
 LAT: 33.832108°
 LONG: -118.008826°



PREPARED BY:
CA ENGINEERING, INC.
 Planning • Engineering • Surveying
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OWNER:
C&C Development Co., LLC
 14211 Yorba Street, Suite 200
 Tustin, CA 92780
 CONTACT: Todd Cottle

**WATER QUALITY MANAGEMENT PLAN
 BMP EXHIBIT (SITE PLAN)**
 7101 Lincoln Ave,
 Buena Park, CA 90620

May 15 2023
**SHEET
 C-2**

1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES. 2. ALL DISTANCES ARE MEASURED FROM THE CORNER OF THE LOT. 3. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE ROAD. 4. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE ROAD. 5. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE ROAD. 6. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE ROAD. 7. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE ROAD. 8. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE ROAD. 9. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE ROAD. 10. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE ROAD.

Exhibit C

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY
CITY CLERK
OF THE CITY OF BUENA PARK
(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)
AND WHEN RECORDED MAIL TO:

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO DEVELOPMENT AGREEMENT FOR [_____]**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Assignment") is entered into this ____ day of _____, 20__, by and between _____, a _____ ("Assignor") and _____, a _____ ("Assignee").

RECITALS

A. _____, a _____ and the City of Buena Park, a California charter city and municipal corporation of the State of California (the "City"), entered into that certain Development Agreement (the "Development Agreement") dated as of _____, 20__ for reference purposes, with respect to certain real property owned by Assignor, as such property is more particularly described in the Development Agreement (the "Project Site"). The Development Agreement was recorded in the Official Records of the Orange County on _____ as Document No. _____.

B. The Development Agreement provides that, subject to the terms and requirements set forth therein, Developer (Assignor) has the right to: (i) transfer all or a portion of the Site, (ii) assign all of its rights, title, interest and obligations under the Development Agreement to a transferee with respect to the portions of the Site transferred to the transferee, and (iii) upon the execution and delivery of an approved Assignment and Assumption Agreement, to be released from any prospective liability or obligation under the Development Agreement with respect to those rights, duties, obligations or interests and real property so Transferred, except as otherwise provided in the Development Agreement.

C. Assignor intends to convey certain real property as more particularly identified and described on Exhibit A attached hereto (hereafter the "Transferred Property") to Assignee. The Transferred Property is subject to the Development Agreement.

D. Assignor desires to assign and Assignee desires to assume Assignor's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Transferred Property, as more particularly described below.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

2. Assignment of Development Agreement. Assignor hereby assigns to Assignee, effective as of the later of (i) Assignor's conveyance of the Transferred Property to Assignee or (ii) the date on which City receives a copy of the fully executed Assignment and Assumption Agreement, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Transferred Property (the "Assigned and Assumed Obligations"). Assignor retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to (i) the Transferred Property that are not Assumed and Assigned Obligations and (ii) all other portions of the Project Site owned by Assignor.

3. Assumption of Development Agreement. Assignee hereby assumes, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the Assigned and Assumed Obligations with respect to the Transferred Property and agrees to observe and fully perform, and to be subject to, all of the Assumed and Assigned Obligations. The parties intend that, upon the execution of this Assignment and conveyance of the Transferred Property to Assignee, Assignee shall become the "Owner" under the Development Agreement with respect to the Transferred Property and the Assigned and Assumed Obligations.

4. Reaffirmation of Indemnifications. Assignee hereby consents to and expressly reaffirms any and all indemnifications of the City set forth in the Development Agreement, including without limitation Section ___ of the Development Agreement.

5. Binding on Successors. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

6. Notices. The notice address for Assignee under Section ____ of the Development Agreement shall be:

Attn: _____

With copy to:

Attn: _____

7. Counterparts. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

8. Governing Law. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

[insert signature block]

ASSIGNEE:

[insert signature block]

EXHIBIT "D"

DEVELOPMENT AGREEMENT NO. DA22-1 CONDITIONS OF APPROVAL

CITY OF ANAHEIM PUBLIC WORKS TRAFFIC DIVISION:

1. The project access at Lincoln Avenue shall be a right-turn in/out only driveway. Prior to the issuance of building permit, plans shall be submitted showing R3-5(R) (RIGHT-TURN-ONLY) sign and right-turn arrow pavement marking at the project driveway exit, and R6-1(R) (ONE-WAY) sign on the exiting concrete median directly in front of project driveway on Lincoln Avenue. The required signs and pavement marking shall be installed prior to the issuance of the first building occupancy permit.
2. Vehicle gates shall not be installed across the project driveway as the site design does not allow any such gates to conform to City of Anaheim Engineering Standard Detail 475 pertaining to gate set back distance, turnaround area, guest phone, and separate lane for guest access.

CITY OF ANAHEIM PUBLIC WORKS DEVELOPMENT SERVICES DIVISION:

1. The developer shall submit plans for the construction of improvements in the public right-of-way, to the City of Anaheim Public Works Department for review and approval.
2. The property owner shall irrevocably offer to dedicate to the City of Anaheim 7-feet in width on Lincoln Avenue. No private improvements shall be proposed within the ultimate right-of-way that would impede the construction of future Lincoln Avenue street widening.
3. A cash-in-lieu payment based on the project engineer's cost estimate, in an amount determined by the Anaheim City Engineer to be sufficient to pay for the future street widening along Lincoln Avenue in compliance with City of Anaheim Standard 160-A, shall be paid to the City of Anaheim. In addition to the cost estimate, an exhibit showing the ultimate improvements shall be submitted to City of Anaheim to demonstrate the future street widening have no impact on the proposed development.

BUENA PARK PUBLIC WORKS

If the application is approved, it is subject to all the requirements of the applicable City ordinances, and further subject to the specific requirements listed below:

1. The following plans and/or information shall be prepared and submitted in accordance with City standards:
 - a. Grading/Utility Plan
 - b. Erosion Control Plan
 - c. Water Quality Management Plan (WQMP)
- 2.. The project site must be graded as not to adversely impact the adjacent properties. An Engineering Grading Certification shall be submitted to Engineering Division when grading is complete. The Certification form shall be obtained from the Engineering Services Division. The project RCE/geotechnical engineer shall initiate and prepare the certification, duly signed, wet stamped with date of expiration of registration.

3. New public improvements to include the following:
 - a. Remove an existing driveway approach along the Lincoln Avenue frontage at the easterly property line and replace with sidewalk, curb and gutter to match existing. Construct a new 25' wide curb return type driveway with a raised island to prevent the left-turn out as shown in the development plans- RECEIVED SEPTEMBER 5 2023 PLANNING DIV.", No structures including the block wall shall be constructed on the existing 15' wide water easement located within the project parcel. Second story encroachment of up to two feet within the 15-foot water easement is permitted.
 - b. The overhead utilities including poles shall be undergrounded along the Lincoln Avenue frontage.
 - c. Install one street light on marbelite pole with underground service near the proposed driveway approach on Lincoln Avenue.
 - d. Salvage 4' width of existing concrete sidewalk to comply with the ADA, and remove the rest of the concrete sidewalk by saw-cut and replace with landscaping with automatic irrigation system along the Lincoln Avenue frontage. All landscaping within this parkway shall be maintained by property owner.
4. Provide an engineering study for any proposed sewer and water connections to the City system. The study shall be prepared by a registered civil engineer for the approval of the City Engineer. New water and sewer systems shall be privately owned and maintained. The proposed utility connections shall be made to the City water and sewer systems in accordance with the City Code, standards and applicable federal, state, and county regulations.
5. Utility connections, street improvements, and any other work performed in the public right-of-way will require a traffic control plan prepared per the City of Buena Park Public Works Department requirements. The cost of the design and implementation of the traffic control plans shall be borne by the project proponent.
6. Backflow and cross connection control devices shall be installed in accordance with the City Code. Fire protection plans shall be approved by the Orange County Fire Authority and the City Engineer. The service shall be owned and maintained by the applicant.
7. All trash collection services needed during construction or after project completion shall be obtained from the City's authorized provider.
8. All fees, deposits and bonds associated with improvements required by the Public Works Department shall be paid prior to the issuance of permits for construction.
9. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall file with the City required insurance certificates.
10. Prior to final release of the project by the Public Works Department, or the refund of any cash deposits, the developer/contractor shall provide the City with a warranty bond to be held by the City for the period of one (1) year, for all public facilities and improvements.

11. Prior to issuance of a Certificate of Occupancy, these conditions and all improvements required by the Public Works Department shall be completed to the satisfaction of the City Engineer.

BUILDING DIVISION:

1. The project shall comply with state and federal disabled access requirements.
2. The project shall comply with the California Building Codes as adopted and amended by the City of Buena Park Municipal Code, Title 15.
3. The building/buildings shall be fully fire-sprinklered as required by the City of Buena Park Municipal Code, Title 1, and/or the California Building Codes.
4. A geotechnical investigation report prepared by a qualified geotechnical engineer is required. The applicant shall submit this report for review and approval prior to the issuance of building permits.
5. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.
6. It is recommended that submittal of documents to the geotechnical consultant is performed early in the submittal process as that review has the longest lead time.

ORANGE COUNTY FIRE AUTHORITY

1. The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.
 - a. Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:
 - Fire Master Plan (service code PR145)
 - b. Prior to issuance of a precise grading permit or a building permit, if a grading permit is not required:
 - Architectural Plan (service code PR264)
 - Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
 - c. Prior to concealing interior construction:
 - Fire alarm system (service code PR500-PR530)
 - Fire sprinkler system (service code PR420-PR440)
2. Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found

by visiting ocfa.org and clicking on “Business Planning & Development Services” in the menu bar at the top of the screen

3. Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.

PLANNING DIVISION:

1. This approval shall be contingent upon the approval of General Plan GP-22-2, Zone Change Z-22-2.
2. This approval shall be for the development and construction of a fifty five (55) unit residential apartment, of which fifty-four (54) units are affordable to households earning less than seventy percent (70%) of the Area Median Income (“AMI”), plus one (1) manager’s unit, 82 parking spaces, and other amenities and site improvements on approximately 1.35 acres of land generally located 7101 Lincoln Avenue in substantial compliance with plans stamped “RECEIVED SEPTEMBER 5 2023 PLANNING DIV.”, except as modified herein.
3. Affordability of these units shall be maintained for a period of no less than fifty-five (55) years in conformance with terms and conditions detailed in Development Agreement DA22-1. A minimum of fifteen percent (15%) units shall be set aside for low income households.
4. Plans submitted for plan check shall include architectural amenities generally consistent with the submitted conceptual plans stamped “RECEIVED SEPTEMBER 5 2023 PLANNING DIV.” All construction drawings submitted for the development shall include sufficient construction details showing architectural accents, colors, details of construction, and techniques to ensure architectural compatibility throughout the development. Final details shall be approved by the Planning Division prior to issuance of building permits for the project. Final color and material samples shall be provided to the Planning Division with plan check submittals. Architectural features may be replaced or modified subject to approval of the Community and Economic Development Director, based on equivalent provision of acceptable alternatives.
5. Roof drains and downspouts shall be located internal to the building construction to the greatest extent possible. If roof drains and downspouts are located externally along the building façade, all rain gutter downspouts shall be painted to match the color of the building. Exact location of the rain gutters and associated downspouts shall be submitted to the Planning Division for review and approval prior to issuance of building permits.
6. Separate sign permit review and approval by the Planning Division is required prior to construction of the sign.
7. A minimum of eighty-two (82) on-site parking spaces shall be provided and maintained in perpetuity.

8. All parking areas and driveways shall be paved and striped in compliance with Buena Park Municipal Code Section 19.536.070F as shown on the approved plan. Installation of speed bumps shall not be permitted within required fire lanes, access drives, or driveways of the proposed project without City approval. All landscaped areas shall be separated from adjacent vehicular areas by a masonry wall or portland cement concrete (p.c.c.) curb a minimum of 6 inches in height, or by p.c.c. or masonry walkway. It shall be the responsibility of the developer to submit to the Public Works Department such plans as are necessary to ensure the installation of curbs or walls do not detrimentally affect drainage.
9. The parking area shall maintain a finished and attractive appearance. All perimeter walls shall include paint, textures, or equivalent, and shall be reviewed and approved by the Planning Division prior to issuance of building permits.
10. Decorative lighting to complement the architectural design of the development shall be provided throughout the entire development including the parking area and open space areas. Final location and design of light standards and wall fixtures shall be reviewed and approved by the Planning Division prior to issuance of building permits. Standard light poles with box fixtures shall not be considered decorative.
11. Building and site lighting shall provide the equivalent of one (1) foot candle minimum illumination throughout the parking area. All luminaries shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties or rights of way.
12. Plans submitted for plan check shall include complete photometric plan for the parking area to ensure that there are adequate levels of light within all portions of the parking area to ensure proper public safety.
13. The following items shall be considered conditions of this development:
 - a. All trees throughout the development shall be properly maintained in living condition and any damaged or diseased tree shall be replaced by the property owner.
 - b. Maintenance of open and common useable areas shall be the responsibility of the applicant or property management company.
 - c. Future room additions shall not be permitted.
 - d. Modification to any wall or fence within the development, including the wall or fence height, shall be reviewed and approved by the Planning Division, prior to building permit issuance.
 - e. The developer shall provide trash receptacles within common areas of the development with a design to complement the project.
 - f. No parking of recreational vehicles shall be permitted within the development.
 - g. Balconies and patios shall not be used for storage.
 - h. Maintenance of the area behind the trash enclosure shall be the responsibility of the property management company or the applicant.
14. Mailboxes shall be supplied, installed, and designed to the approval of the Planning Division, with locations subject to US Postal Service approval.

15. It is recommended that plans be submitted to the Franchise Cable TV provider prior to the issuance of a building permit to allow for cable service to the Project. Please call (714) 338-2091 for information.
16. All required utility services and equipment, including transformers, gas meter, "J" boxes, and similar devices shall be located below grade, to the extent possible, or shall be screened from view by landscaping or ornamental decorative walls. The placement and treatment of all screening devices shall be subject to review and approval of the Planning Division. In addition to said walls, landscaping may also be required as a solution for screening. A preliminary electrical equipment plan, which is prepared by the Southern California Edison Company, shall be reviewed and approved by the City Planning Division prior to the issuance of building permits. The applicant is required to return City approved red line prints to the Southern California Edison Company Planning Department, for preparation of final construction drawings. The location of other utility companies' appurtenances and meters shall be submitted to the City Planning Division for review and approval prior to installation.
17. All required double check valve assemblies located within public view shall be located below grade to the extent possible, or shall be screened from view by landscaping ornamental decorative walls. The placement and treatment of all screening devices shall be subject to review and approval of the Planning Division.
18. All roof-mounted mechanical equipment shall be screened to comply with existing design criteria and Section 19.440.020 of the Municipal Code.
19. Detailed landscaping/irrigation/sprinkler plans, with signed and stamped Certification of Landscape Design form shall be submitted to the Planning Division for plan check. A 'Landscape Installation Certificate of Completion' shall be submitted to the Planning Division prior to issuance of building permits. All landscaping/irrigation/sprinkler plans shall comply with the City of Buena Park Water Efficiency Landscape Ordinance, Title 13, Chapter 13.30 of the Buena Park Municipal Code.
20. Landscaping shall consist of a variety of trees, shrubs, and ground covers, generally consistent with the planting plan stamped "RECEIVED SEPTEMBER 5 2023 PLANNING DIV." Min. 24-inch box trees and flowering shrubs and living ground cover shall be provided throughout the development, with final locations, design, and number approved by the Planning Division. Mature trees shall be provided adjacent to the north and east sides of the building. Final design, locations, and size of all landscape materials shall be reviewed and approved by the Planning Division. All plants and trees shall be maintained in a healthy, thriving condition at all times. Dead or dying plants or trees shall be promptly replaced with plants or trees, as applicable, comparable in size and species. All irrigation shall be on an electronic timer and shall be maintained in fully operable, non-leaking condition.
21. The project and/or use authorized by this approval shall at all times comply with all applicable local, state, and federal ordinances, statutes, standards, codes, laws, policies and regulations.
22. The development shall conform to the plan as finally approved by the City as conditioned herein. Final plans shall incorporate all changes as conditioned herein and shall recognize

all easements or deed restrictions pertaining to the subject property. Any material modification shall require the prior approval of the Planning Commission.

23. Prior to any occupancy permit being granted, or commencement of the approved use, these conditions and all improvements shall be completed to the satisfaction of the City.
24. Construction shall be limited to the hours of 7:00 a.m. to 8:00 p.m. Monday through Saturday with construction prohibited on Sunday unless approved by the Public Works Department for unusual circumstances.
25. The Developer, Applicant, and/or Property Owner shall ensure that a copy of the adopted City Council ordinance and Exhibit "D" of Development Agreement DA22-1 (Conditions of Approval) be reproduced on the first pages of construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the Project.
26. Prior to the issuance of Building Permits, all fees associated with the development including, but not limited to, park fees in the total amount of five thousand dollar (\$5,000.00) per unit shall be paid in full unless herein stated otherwise.
27. Existing shared parking easement along the westerly property line shall be removed prior to issuance of building permits.

RESOLUTION NO.
NEGATIVE DECLARATION NO. MND-22-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK CERTIFYING THE COMPLETION OF A MITIGATED NEGATIVE DECLARATION FOR GENERAL PLAN AMENDMENT, ZONE CHANGE, AND DEVELOPMENT AGREEMENT, TO DEVELOP A 55-UNIT AFFORDABLE APARTMENT HOME COMMUNITY WITH ASSOCIATED PARKING AND SITE IMPROVEMENTS AT 7101 LINCOLN AVENUE (APN: 135-192-50)

A. Recitals.

(i) C&C Development Co. LLC, applicant, 14211 Yorba Street, Suite 200, Tustin, CA 92780, on behalf of City of Buena Park, property owner, 6650 beach Boulevard, Buena Park, CA 90620 has filed a request for General Plan Amendment, Zone Change, and Development Agreement, to develop a 55-unit affordable apartment home community with associated parking and site improvements at 7101 Lincoln Avenue, Buena Park, California, 90620 (APN: 135-192-50) in the County of Orange (collectively, the "Project").

(ii) An Initial Environmental Study for the Project was prepared pursuant to Section 15060 of the State Guidelines based on the California Environmental Quality Act (CEQA). Pursuant to State CEQA Guidelines Section 15070, and based on the information contained in the Initial Study, a decision was made to prepare a Mitigated Negative Declaration ("MND") for the project. The City contracted with an independent consultant for the preparation of the MND.

(iii) A Mitigated Negative Declaration (MND) with associated Mitigation Monitoring Plan was prepared pursuant to the State CEQA Guidelines (California Administrative Code Section 15000 et. seq.) and local procedures adopted pursuant thereto.

(iv) On July 20, 2023, a Notice of Intent to Adopt a Mitigated Negative Declaration was filed and the MND was forwarded to interested persons, organizations, and agencies;

(v) The comment period for the draft MND began on July 20, 2023 and was lawfully closed on August 8, 2023; and

(vi) On September 13, 2023, the Planning Commission of the City of Buena Park, held a duly noticed public hearing to consider a recommendation to the City Council to approve General Plan Amendment GP-22-2, Zone Change Z-22-2, Development Agreement DA-22-1, and associated Mitigated Negative Declaration MND-22-2. Said public hearing was concluded prior to adoption of this Resolution.

(viii) On October 10, 2023 the City Council of the City of Buena Park, held a duly noticed public hearing to consider a recommendation by the Planning Commission

to approve General Plan Amendment GP-22-2, Zone Change Z-22-2, Development Agreement DA-22-1, and associated Mitigated Negative Declaration MND-22-2. Said public hearing was concluded prior to adoption of this Resolution.

(ix) All legal prerequisites to the adoption of this resolution have occurred.

B. Resolution.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby find, determine, and resolve as follows:

Section 1. All of the facts set forth in the Recitals, Part A, of this Resolution, are true and correct and hereby incorporated by this reference.

Section 2. The Planning Commission adopted Resolution No. 6297 finding that the Initial Study prepared by the City of Buena Park and Mitigated Negative Declaration MND-22-2 is legally adequate, and with the implementation of the associated Mitigation Measures discussed in the MND, the potential significant impacts can be reduced to levels of insignificance based on the standards discussed in the MND.

Section 3. This City Council adopts the attached Mitigated Negative Declaration MND-22-2 and associated Mitigation Monitoring Plan and certifies that the Mitigated Negative Declaration MND-22-2 for General Plan Amendment GP-22-2, Zone Change Z-22-2, Development Agreement DA-22-1, has been completed in compliance with the California Environmental Quality Act, the State CEQA Guidelines, and local procedures adopted pursuant thereto, and has reviewed and considered the information contained in the Mitigated Negative Declaration.

Section 4. This City Council finds that the Mitigated Negative Declaration and the Mitigated Monitoring Plan identified all significant environmental effects of the Project; there are no potentially significant environmental impacts not addressed in the MND.

Section 5. This City Council certifies the completion of Mitigated Negative Declaration MND-22-2 and the associated Mitigation Monitoring Plan. The City of Buena Park shall file a Notice of Determination with the County Clerk of Orange County and the Secretary of the Resources Agency pursuant to the provisions of Section 21152 of Public Resources Code and State CEQA Guidelines adopted pursuant thereof. There is no evidence before the City that the proposed Project will have any adverse impacts on wildlife resources.

PASSED AND ADOPTED this 10th day of October, 2023 by the following called votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Mayor

I, Adria M. Jimenez, City Clerk of the City of Buena Park, do hereby certify that the foregoing Ordinance was approved at a regular meeting of the Council of the City of Buena Park held on the 10th day of October, 2023.

CITY CLERK

Resolution No. _____

Page No. 4

Response to Comments and Final Mitigation and Monitoring Report (via City website):
https://www.buenapark.com/Document_center/City%20Departments/Community%20development/Planning%20Division/Keynote%20Projects/Responses%20to%20Comments_FINAL%20230811.pdf

Public Review Draft Initial Study and Mitigated Negative Declaration (via City website):
https://cms7files1.revize.com/buenaparkca/Document_center/City%20Departments/Community%20development/Planning%20Division/7181_7101%20Lincoln%20-IS-MND_2023_07_19.pdf

DRAFT

**RESOLUTION NO. 6294
GENERAL PLAN AMENDMENT NO. GP-22-2**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE GENERAL PLAN AMENDMENT GP-22-2 FOR THE PROPERTY LOCATED AT 7101 LINCOLN AVENUE, AMENDING THE LAND USE MAP OF THE GENERAL PLAN FROM COMMERCIAL LAND USE TO GENERAL MIXED-USE DESIGNATION AND MAKING FINDINGS IN SUPPORT THEREOF

A. Recitals.

(i) The City Council of the City of Buena Park adopted the Buena Park General Plan as required by law on December 7, 2010 through the adoption of Resolution No. 12497.

(ii) C&C Development Co. LLC, applicant, 14211 Yorba Street, Suite 200, Tustin, CA 92780, on behalf of City of Buena Park, property owner, 6650 Beach Boulevard, Buena Park, CA 90620 has filed an application for General Plan Amendment GP-22-2 to change the land use designation from Commercial to General Mixed-Use on certain property located at 7101 Lincoln Avenue, in the City of Buena Park, California.

(iii) The Planning Commission of the City of Buena Park has heretofore conducted a duly noticed public hearing on September 13, 2023 as required by law, to consider General Plan Amendment GP-22-2, amending the General Plan Land Use Map of the General Plan amending the land use designation of the subject property from Commercial land use to General Mixed-Use designation.

(iv) The Planning Commission has reviewed and considered all components of the proposed General Plan Amendment GP-22-2, amending the General Plan Land Use Map of the Land Use and Community Design Element of the General Plan.

(v) All legal prerequisites to the adoption of the Resolution have occurred.

B. Resolution.

NOW, THEREFORE, the Planning Commission of the City of Buena Park does hereby find, determine and resolve and recommend the City Council find as follows:

1. The proposed General Plan Amendment will be consistent with the goals, policies, purposes, objectives, and programs of the City's General Plan. The proposed General Plan Amendment will provide additional affordable housing to enhance the viability of the City's residential development consistent with the General Plan which policies including, but is not limited to:

Policy LU-4.3: Promote the clustering of development adjacent to transportation facilities including amenities to encourage transportation and service nodes.

Policy LU-5.1: Ensure Buena Park is in compliance with applicable state and regional housing mandates.

Policy LU-6.1: Provide for housing opportunities that address the needs of those who currently live or desire to live in Buena Park.

Policy LU-6.3: Locate affordable housing adjacent to jobs, retail, schools, open space, and public transportation.

Policy LU-6.5: Encourage integration of residential uses within mixed-use development.

Policy LU-6.6: Provide a wide range of housing options for Buena Park residents, including owner and rental housing adjacent to jobs, shopping, and transit.

Policy LU-8.1: Encourage a variety of creative methods for supplying affordable housing.

2. The proposed General Plan Amendment will promote the orderly development of the City and the public health, safety, and welfare by enhancing and maintaining sound and logical land use and development practices guided by the Land Use & Community Design Element.

3. The proposed General Plan Amendment will increase and not diminish the land available for housing within the City. The proposed General Plan Amendment will provide added housing opportunities to enhance the viability of the City's affordable housing supply.

4. The proposed General Plan Amendment will maintain and improve the viability of the housing stock within the area in a manner consistent with the character of surrounding neighborhoods and will promote the orderly development of the subject property.

5. The proposed General Plan Amendment will promote maintenance and improvement within the area, thereby enhancing and conserving the neighborhood property values.

6. The Planning Commission finds and recommends that the City Council find that General Plan Amendment GP-22-2 will have a positive effect on land available for housing within the City. The project will provide added housing opportunities to enhance the viability of the City's housing supply.

7. The Planning Commission finds and recommends that the City Council find that General Plan Amendment GP-22-2 will encourage the applicant to improve the property with the highest and best land uses for the subject property. The proposed General Plan Amendment will provide additional land for viable residential development.

8. The Planning Commission finds that facts supporting the above specified finding are contained in the staff report and exhibits, and information provided to this Planning Commission during the public hearing conducted with respect to the project.

9. The Planning Commission has reviewed and considered all components of the requested General Plan Amendment and has adopted a separate Resolution certifying Mitigated Negative Declaration pertaining to this project including adopted mitigation requirements.

10. The Planning Commission hereby recommends that the City Council of the City of Buena Park approve and adopt General Plan Amendment GP-22-2, amending the General Plan Land Use Map of the General Plan changing the land use of the subject property from Commercial land use designation to General Mixed Use designation.

11. The Secretary of the Planning Commission shall:

(a) Certify to the adoption of this Resolution.

(b) Forthwith transmit a copy of this Resolution to the City Council of the City of Buena Park together with all documents prepared with respect to General Plan Amendment GP-22-2, amending the General Plan Land Use Map of the Land Use and Community Design Element of the General Plan, and transcripts of any and all hearings conducted with respect to the application recommended for approval herein.

PASSED AND ADOPTED this 13th day of September 2023, by the following called vote:

AYES: 5 COMMISSIONERS: Judeh, Choi, Davis, Patiño, and Diep

NOES: 0 COMMISSIONER:

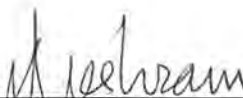
ABSENT: 0 COMMISSIONER:

ABSTAINED: 0 COMMISSIONER:



Deborah Diep
Chair

ATTEST:



Swati Meshram, PhD, AICP, LEED AP
Planning Manager

RESOLUTION NO. 6295
ZONE CHANGE NO. Z-22-2

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING ZONE CHANGE Z-22-2 TO CHANGE THE ZONING CLASSIFICATION OF THE PROPERTY AT 7101 LINCOLN AVENUE FROM COMMUNITY SHOPPING (CS) TO GENERAL MIXED-USE (GMU)

A. Recitals.

(i) C&C Development Co., LLC or "Applicant" has filed an application to redevelop real property located at 7101 Lincoln Avenue ("Site") with 55 total residential units, open space, and 82 parking spaces and other site improvements ("Project"). Applicant applications to amend the General Plan (General Plan GP-22-2), rezone the Site, and a Development Agreement.

(ii) Pursuant to Section 19.504.020(E) of the City's Municipal Code, the General Mixed-Use ("GMU") zoning district authorizes high-density residential and neighborhood commercial uses. The GMU zoning district is intended to be individually designed to meet the needs of the subject property, with the uses and development standards applicable to the subject property reflected in a regulatory plan or development agreement. The regulatory plan for the Project is set forth in the Development Plan attached as Exhibit "B" to the Development Agreement for the Project.

(iii) The Project's potential environmental impacts were analyzed in that Initial Study and Mitigated Negative Declaration (MND-22-2).

(iv) On September 13, 2023, the Planning Commission conducted a duly noticed public hearing on the application, as required by law, and concluded said hearing prior to the adoption of this resolution.

(v) The Planning Commission has reviewed and considered all components of the proposed Zone Change Z-22-2 from Community Shopping (CS) to General Mixed-Use (GMU) including the Mitigated Negative Declaration (MND-22-2) and concluded its public hearing prior to adoption of this resolution.

(vi) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, the Planning Commission of the City of Buena Park does hereby find, determine, resolve and recommend the City Council find as follows:

1. In all respects, all the facts as set forth in the Recitals, Part A, of this Resolution are true and correct and are incorporated herein by this reference.

2. Based upon substantial evidence presented to the Planning Commission during the above-referenced hearing, including written staff reports, verbal testimony, and Development Plans stamped "RECEIVED SEP 5 2023 PLANNING DIV" the Planning Commission hereby specifically finds as follows:

- a. The proposed Zone Change will be in conformance with the City's General Plan as amended and will facilitate affordable residential development opportunity resulting in additional housing to enhance the viability of the City's residential development. The Project further conforms to the General Plan goals and policies for the reasons set forth in Exhibit "B" of the General Plan Amendment Resolution GP-22-2, which findings are incorporated herein by reference.

- b. The proposed Zone Change will have a positive effect on land available for housing within the City. The project will provide added affordable housing opportunities to enhance the viability of the City's housing supply. Fifteen percent of the units shall be specifically restricted for low-income households, and all units shall be restricted for affordable housing. The proposed Zone Change will provide additional land available for viable residential development within the City, but will not create substantial demands for new infrastructure. Adequate infrastructure and utilities are available in the area to serve the Site and no substantial new infrastructure is required.

3. Pursuant to Section 19.128.040, applicant's rezoning application and Development Plan satisfies the submittal requirements for Site Plan review. City Council's approval of the Zone Change and Development Plan shall constitute Site Plan review approval under the City's Municipal Code.

4. The proposed project has been reviewed pursuant to CEQA through the preparation of Mitigated Negative Declaration. By separate resolution adopted with consideration of this resolution, the Planning Commission has determined that the Mitigated Negative Declaration is legally adequate and has concluded that the Project would not result in any new or substantially more severe significant environmental impacts than those considered and addressed by the mitigation measures included therein.

5. The Planning Commission finds that facts supporting the above specified findings are contained in the staff report and exhibits, and information provided to the Planning Commission during the public hearing conducted with respect to the Project.

6. The Planning Commission hereby recommends that the City Council of the City of Buena Park certify an Ordinance approving Zone Change Z-22-2, including the Development Plan which establishes the development standards applicable to the Site notwithstanding anything to the contrary under the City's Zoning Code.

7. The Secretary of the Planning Commission shall:

- a. Certify to the adoption of this Resolution.
 - b. Forthwith transmit a copy of this Resolution to the City Council of the City of Buena Park together with all documents prepared with respect to these considerations,

Resolution No. 6295
Zone Change No. Z-22-2
September 13, 2023

including proposed General Plan Amendment GP-22-2, Zone Change Z-22-2, Development Agreement DA-22-1, Mitigated Negative Declaration MND-22-2, and transcripts of any and all hearings conducted with respect to the applications recommended for approval therein.

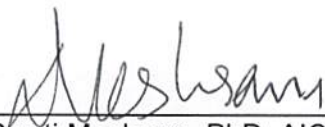
ADOPTED AND APPROVED this 13th day of September 2023 by the following called vote:

AYES:	5	COMMISSIONERS:
NOES:	0	COMMISSIONER:
ABSENT:	0	COMMISSIONER:
ABSTAINED:	0	COMMISSIONER:



Deborah Diep
Chair

ATTEST:



Swati Meshram, PhD, AICP, LEED AP
Planning Manager

**RESOLUTION NO. 6296
DEVELOPMENT AGREEMENT NO. DA-22-1**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE DEVELOPMENT AGREEMENT NO. DA-22-1 TO DEVELOP A 55-UNIT AFFORDABLE APARTMENT COMMUNITY WITH ASSOCIATED PARKING AND SITE IMPROVEMENTS AT 7101 LINCOLN AVENUE (APN: 135-192-50) WITHIN THE GENERAL MIXED-USE ZONE (GMU)

A. Recitals.

(i) C&C Development Co. LLC, applicant, 14211 Yorba Street, Suite 200, Tustin, CA 92780, on behalf of City of Buena Park, property owner, 6650 Beach Boulevard, Buena Park, CA 90620 has filed a request to enter into Development Agreement DA-22-1 to develop a 55-unit affordable apartment community, with associated parking and site improvements at 7101 Lincoln Avenue (APN: 135-192-50) in the County of Orange. Hereinafter, in this Resolution, the subject Development Agreement DA-22-1 request is referred to as "Development Agreement".

(ii) On September 13, 2023, the Planning Commission conducted a duly noticed public hearing on the application, as required by law, and concluded said hearing prior to the adoption of this resolution.

(iii) The Planning Commission has reviewed and considered all elements of the proposed Development Agreement together with the associated information contained therein.

(iv) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, the Planning Commission of the City of Buena Park does hereby find, determine, and resolve as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. Based upon substantial evidence presented to the Planning Commission during the above-referenced hearing, including written staff reports, verbal testimony, and development plans stamped "RECEIVED SEP 5 2023 PLANNING DIV." the Planning Commission hereby finds and recommends the City Council find that Development Agreement No. DA-22-1 will promote the orderly development of the project area along with the public health, safety and welfare.

a. The location, design, and proposed affordable housing development set forth in the Development Agreement will be compatible with the existing and anticipated development in the vicinity. The proposed project, as

conditioned, includes appropriate development features consistent with applicable standards and is consistent with the long-term vision for the area.

b. The Development Agreement will continue to produce an environment of stable and desirable character, will not significantly impact traffic on the surrounding streets, and will include adequate on-site circulation as well as improved pedestrian access. The proposed project will assist in creating additional affordable housing within the City and will help meet the needs of the City's population.

c. The proposed project and improvements will enhance site and area aesthetics. The proposed project and improvements will be compatible with the design standards for multifamily residential development and will enhance site utility. Furthermore, the Development Agreement will promote the orderly development of the project area along with the public health, safety and welfare.

d. In conjunction with the associated General Plan Amendment and Zone Change, the Development Agreement will conform with the City of Buena Park's General Plan and Zoning Ordinance requirements. The proposal will promote the maximum efficient utilization of the site. The proposal furthers the goals of the City's General Plan Housing Element for additional affordable housing and will be compatible with the character of the area.

3. The Planning Commission also makes, and recommends the City Council make, the following specific findings in support of Development Agreement DA-22-1.

a. The Planning Commission hereby finds and determines that the project identified above in this Resolution has been reviewed pursuant to CEQA through the preparation of Mitigated Negative Declaration MND-22-2. By separate resolution adopted with consideration of this resolution, the Planning Commission has determined that the MND is legally adequate and that no significant adverse environmental effects will occur with respect to the project identified in the Resolution.

4. The Secretary to the Planning Commission shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a copy of this Resolution to the City Council of the City of Buena Park together with all documents prepared with respect to the submitted applications, including the proposed General Plan Amendment GP-22-2, Zone Change Z-22-2, Development Agreement DA-22-1, prepared for this project and transcripts of any and all hearings conducted with respect to the applications recommended for approval herein.

ADOPTED AND APPROVED this 13th day of September 2023 by the following called vote:

AYES: 5 COMMISSIONERS: Judeh, Choi, Davis, Patiño, and Diep

NOES: 0 COMMISSIONER:

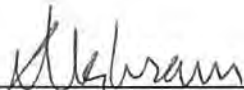
ABSENT: 0 COMMISSIONER:

ABSTAINED: 0 COMMISSIONER:



Deborah Diep
Chair

ATTEST:



Swati Meshram, PhD, AICP, LEED AP
Planning Manager

**RESOLUTION NO. 6297
MITIGATED NEGATIVE DECLARATION NO. MND-22-2**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF BUENA PARK CERTIFY THE COMPLETION OF A MITIGATED NEGATIVE DECLARATION FOR GENERAL PLAN AMENDMENT, ZONE CHANGE, AND DEVELOPMENT AGREEMENT, TO DEVELOP A 55-UNIT AFFORDABLE APARTMENT HOME COMMUNITY WITH ASSOCIATED PARKING AND SITE IMPROVEMENTS AT 7101 LINCOLN AVENUE (APN: 135-192-50)

A. Recitals.

(i) C&C Development Co. LLC, applicant, 14211 Yorba Street, Suite 200, Tustin, CA 92780, on behalf of City of Buena Park, property owner, 6650 beach Boulevard, Buena Park, CA 90620 has filed a request for General Plan Amendment, Zone Change, and Development Agreement, to develop a 55-unit affordable apartment home community with associated parking and site improvements at 7101 Lincoln Avenue, Buena Park, California, 90620 (APN: 135-192-50) in the County of Orange (collectively, the "Project").

(ii) An Initial Environmental Study for the Project was prepared pursuant to Section 15060 of the State Guidelines based on the California Environmental Quality Act (CEQA. Pursuant to State CEQA Guidelines Section 15070, and based on the information contained in the Initial Study, a decision was made to prepare a Mitigated Negative Declaration ("MND") for the project. The City contracted with an independent consultant for the preparation of the MND.

(iii) A Mitigated Negative Declaration (MND) with associated Mitigation Monitoring Plan was prepared pursuant to the State CEQA Guidelines (California Administrative Code Section 15000 et. seq.) and local procedures adopted pursuant thereto.

(iv) On July 20, 2023, a Notice of Intent to Adopt a Mitigated Negative Declaration was filed and the MND was forwarded to interested persons, organizations, and agencies;

(v) The comment period for the draft MND began on July 20, 2023 and was lawfully closed on August 10, 2023; and

(vi) On September 13, 2023, the Planning Commission of the City of Buena Park, held a duly noticed public hearing to consider a recommendation to the City Council to approve General Plan Amendment GP-22-2, Zone Change Z-22-2, Development Agreement DA-22-1, and associated Mitigated Negative Declaration MND-22-2. Said public hearing was concluded prior to adoption of this Resolution.

(vii) All legal prerequisites to the adoption of this resolution have occurred.

B. Resolution.

NOW, THEREFORE, the Planning Commission of the City of Buena Park does hereby find, determine, and resolve as follows:

1. All of the facts set forth in the Recitals, Part A, of this Resolution, are true and correct and hereby incorporated by this reference.

2. The Planning Commission finds the Initial Study prepared by the City of Buena Park and Mitigated Negative Declaration MND-22-2 and associated Mitigation Monitoring Plan is legally adequate. With the implementation of the associated Mitigation Measures discussed in the MND, the potential significant environmental impacts can be reduced to levels of insignificance based on the standards discussed in the MND.

3. The Planning Commission finds that the Mitigated Negative Declaration and associated Mitigation Monitoring Plan identified all significant environmental effects of the Project; there are no potentially significant environmental impacts not addressed in the draft MND.

4. Although the Mitigated Negative Declaration identifies certain potential construction-related an environmental effect that may result from the Project, the associated Mitigation Monitoring Plan has been included that would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur.


5. The Planning Commission recommends the City Council adopt the attached Mitigated Negative Declaration MND-22-2 and associated Mitigation Monitoring Plan and certifies that the MND for General Plan Amendment GP-22-2, Zone Change Z-22-2, and Development Agreement DA-22-1, has been completed in compliance with the California Environmental Quality Act, the State CEQA Guidelines, and local procedures adopted pursuant thereto, and has reviewed and considered the information contained in the MND.

6. The Planning Commission recommends the City Council certifies the completion of Mitigated Negative Declaration MND-22-2 and associated Mitigation Monitoring Plan. The City of Buena Park shall file a Notice of Determination with the County Clerk of Orange County and the Secretary of the Resources Agency pursuant to the provisions of Section 21152 of Public Resources Code and State CEQA Guidelines adopted pursuant thereof.

Resolution No. 6297
Mitigated Negative Declaration No. MND-22-2
September 13, 2023

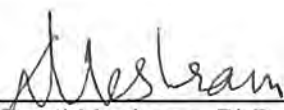
ADOPTED AND APPROVED this 13th day of September 2023 by the following called vote:

AYES:	5	COMMISSIONERS:	Judeh, Choi, Davis, Patiño, and Diep
NOES:	0	COMMISSIONER:	
ABSENT:	0	COMMISSIONER:	
ABSTAINED:	0	COMMISSIONER:	



Deborah Diep
Chair

ATTEST:



Swati Meshram, PhD, AICP, LEED AP
Planning Manager

**AFFORDABLE HOUSING DISPOSITION
AND DEVELOPMENT AGREEMENT
(Lincoln Avenue Apartments)**

between

**THE CITY OF BUENA PARK,
a California municipal corporation**

and

**C & C DEVELOPMENT CO., LLC,
a California limited liability company**

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This AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT (“**Agreement**”) is dated as of August 24, 2021 (“**Date of Agreement**”), for reference purposes only, and is entered into by and between the City of Buena Park, a California municipal corporation and charter city (“**City**”), and C & C DEVELOPMENT CO., LLC a California limited liability company (“**C&C**” or “**Developer**”). The City and the Developer are sometimes referred to in this Agreement individually as a “**Party**,” or jointly, as the “**Parties**.”

RECITALS

This Agreement is entered into with reference to the following recitals of fact (“**Recitals**”) that City and Developer believe to be true as of the Effective Date of this Agreement:

A. The City is the owner of that certain real property located at 7101 Lincoln Avenue, City of Buena Park, California 90620 (Orange County Assessor Parcel No. 135-192-50), comprised of approximately 1.35 acres and more specifically described in Exhibit A attached hereto and incorporated herein by this reference (“**Property**”). The Property was purchased in October 2018 by the City in its capacity as “housing successor” of the former Buena Park Redevelopment Agency (Health & Safety Code § 34176), and paid for with low-and-moderate income housing funds (“**LMIHF**”) in the amount of THREE MILLION SIX HUNDRED THOUSAND DOLLARS (\$3,600,000.00) such that the Property, or proceeds from the sale of the Property, must be used for the development of housing affordable to and occupied low-or-moderate income households. (Health & Safety Code § 34176.1.)

B. Developer has expressed an interest in acquiring the Property from the City, demolishing the existing vacant commercial building, and developing the Property with a 55-unit affordable apartment complex. Developer represents that, by and through its principals and employees, it has the requisite knowledge and experience to do so.

C. The Parties, having engaged in good-faith negotiations regarding Developer’s proposed acquisition and development of the Property, now desire to memorialize the terms and conditions by which the City will sell the Property to Developer at fair-market-value, the City will provide Developer a loan equal to the purchase price of the Property for financial support, the City will provide a second loan for development of the Project (as defined in Section 1.1.58), and in consideration Developer will secure necessary gap funding and develop the Property with, and subsequently maintain the affordability of, the rental units created by the Project for fifty-fifty (55) years.

D. The City Council for the City of Buena Park finds and declares, and Developer consents and agrees, based upon all evidenced presented to the City Council in connection with its consideration of this Agreement, including but not limited to staff reports, presentations, public testimony, and plans and specifications for the Project, that:

1) The Developer’s proposed acquisition of the Property and subsequent construction and completion of the Project on the Property pursuant to the terms of this Agreement is in the best interest of the City and the health, safety and welfare of the City’s taxpayers and residents, and is in accordance with the public purposes set forth in applicable law, including but

not limited the use and disposition of LMIHF and other “housing assets” of the former Buena Park Redevelopment Agency.

2) Implementation of this Agreement will further and is consistent with the goals and objectives of the City’s general plan by promoting development of affordable housing on a site identified by the City as appropriate for low income housing, and the Project will provide new housing for low, very-low and extremely-low income households furthering the City’s Regional Housing Needs Assessment (RHNA) obligation.

3) This Agreement furthers and serves an overriding public interest by addressing the shortage of affordable housing in the community through the creation of fifty-five (55) affordable rental units, together with the provision of supportive housing services, and strict adherence to the land use limitations of the Buena Park Zoning Code would frustrate this public interest.

4) The Property may be used for affordable housing, and this use of the Property is in the City’s best interest, such that pursuant to Section 34364 of the Government Code the City may, notwithstanding any provision of law, sell, convey, or otherwise dispose of the Property to Developer for the provision of affordable housing on the terms and conditions the City deems best suited to the provision of such housing.

5) Approval of this Agreement is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15194 (Affordable Housing Exemption) of the Guidelines for implementation of the California Environmental Quality Act (“Guidelines”).

E. The Parties desire to enter into this Agreement for purposes of memorializing their respective obligations relative to the Property and Project.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by City and Developer, the Parties agree as follows:

TERMS AND CONDITIONS

ARTICLE I.

DEFINITIONS; REPRESENTATIONS AND WARRANTIES;

EFFECTIVE DATE

Section 1.1 Definitions. All initially capitalized terms not otherwise defined in this Agreement shall have the following meanings:

Section 1.1.1 “Additional Insureds” has the meaning ascribed to such term in Section 5.4.

Section 1.1.2 “Affiliate” means and refers to any person or entity, directly or indirectly, through one or more intermediaries, Controlling or Controlled by or under common Control with the applicable person or entity, whether by direct or indirect ownership of equity interests, by contract or otherwise.

Section 1.1.3 “Agreement” means this Affordable Housing Disposition and Development Agreement between the City and the Developer.

Section 1.1.4 “C&C” means C & C Development Co., LLC, a California limited liability company, and its successors and assigns that are permitted by this Agreement.

Section 1.1.5 “CalHFA” means the California Housing Finance Agency or successor in function.

Section 1.1.6 “CDLAC” means the California Debt Limitation Allocation Committee or successor in function.

Section 1.1.7 “Certificate of Completion” means the written certification of City that the construction of the Project has been completed in compliance with the terms and conditions of this Agreement, substantially in the form of Exhibit G attached to this Agreement.

Section 1.1.8 “City” means the City of Buena Park, California, a California municipal corporation.

Section 1.1.9 “City Manager” means the City Manager of the City or his or her designee or successor in function.

Section 1.1.10 “City Requirements” has the meaning ascribed to the term in Section 2.6.1.

Section 1.1.11 “City’s Title Notice Response” means the written response of the City to the Developer’s Title Notice, in which the City either (i) elects to cause the removal from the Preliminary Report of any matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that were objected to in the Developer’s Title Notice, or (ii) elects not to cause the removal from the Preliminary Report of any matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that were objected to in the Developer’s Title Notice.

Section 1.1.12 “Close of Escrow” or “Closing” means the recording of the Grant Deed for the Property in the official records of the Recorder of the County, and completion of each of the actions set forth in ARTICLE III by the Escrow Holder for the City to sell the Property to the Developer and the Developer to purchase the Property from the City.

Section 1.1.13 “Completion of Construction” means the issuance of a Certificate of Completion confirming that the final certificate of occupancy for the Project, based on the Entitlements approved by the City, has been issued, and which shall occur in the time set forth in the Schedule of Performance in Exhibit C.

Section 1.1.14 “Construction Contract” means and refers to a contract between Developer, and a general contractor selected by Developer, that provides for the contractor’s construction and development of the Project on the Property in accordance with this Agreement and the Entitlements.

Section 1.1.15 “Construction Financing” means one or more loans Developer shall obtain from one or more Institutional Lenders, which may be funded from TEBs, the proceeds of which shall be used and applied to pay the reasonable costs of obtaining such or loan(s) plus either: (a) the Project Costs; or (b) to refinance only the outstanding amount owed under a prior loan obtained by Developer to finance the amount described in “(a)” of this Section 1.1.15 (without any other amounts). If applicable, any such loan(s) obtained by Developer shall provide for normal and customary disbursement controls for the payment of Project Costs and may include normal and customary fees and expenses for loan(s) of similar size and purpose. The Construction Financing is set forth in the Project Budget.

Section 1.1.16 “Construction Financing Documents” means the various documents and instruments entered into by Developer in connection with the TEBs, if any, and made by and between Developer and one or more Institutional Lenders, that evidence or perfect the Construction Financing or the security for repayment of the Construction Financing, including any associated Security Instrument.

Section 1.1.17 “Control” means and refers to possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether by ownership of equity interests, by contract or otherwise.

Section 1.1.18 “Controlling” and “Controlled” mean and refer to exercising or having Control.

Section 1.1.19 “County” means the County of Orange, California.

Section 1.1.20 “County Loan” means any loan(s) that Developer may obtain from the County for financing of the Project, with terms requiring any interest and principal due annually from residual receipts and all principal and accrued interest to be due and payable due fifty-five (55) years after the date of the recordation of the Certificate of Completion, and which may be secured by a Permitted Security Instrument that is junior in lien priority to the Deed of Trust.

Section 1.1.21 “Deed of Trust” means the Deed of Trust made by Developer for the benefit of City in substantially the form of Exhibit I attached to this Agreement, which pledges the Property as collateral to secure repayment of the Land Loan and the Project Loan.

Section 1.1.22 “Developer” means C & C Development Co., LLC, a California limited liability company, and its successors and assigns that are permitted by this Agreement.

Section 1.1.23 “Developer’s Title Notice” means a written notice from the Developer to the City indicating the Developer’s objection to specific matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy for the Property, describing in suitable detail the actions that the Developer reasonably believes are indicated to cure or correct each of the Developer’s objections, other than the Permitted Exceptions.

Section 1.1.24 “Due Diligence Investigations” means the Developer’s due diligence investigations of the Property to determine the suitability of the Property for development

and operation of the Project, including, without limitation, investigations of the environmental and geotechnical suitability of the Property, as deemed appropriate in the reasonable discretion of the Developer, all at the sole cost and expense of the Developer.

Section 1.1.25 “Due Diligence Investigation Rejection Notice” means a written notice of the Developer delivered to the City and the Escrow Holder, prior to the end of the Due Diligence Period, indicating the Developer’s rejection of the condition of the Property and refusal to accept a conveyance of fee title to the Property, describing in reasonable detail the actions that the Developer reasonably believes are indicated to allow the Developer to accept the condition of the Property.

Section 1.1.26 “Due Diligence Period” means the date commencing on the Effective Date and ending at 5:00 p.m. on the ninetieth (90th) day following the Effective Date.

Section 1.1.27 “Effective Date” has the meaning ascribed to the term in Section 1.2.3.

Section 1.1.28 “Entitlements” has the meaning ascribed to the term in Section 2.6.2.

Section 1.1.29 “Environmental Claims” has the meaning ascribed to the term in Section 5.3.

Section 1.1.30 “Environmental Laws” means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability of standards of conduct concerning any hazardous substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”) [42 USC Section 9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 (“**RCRA**”) [42 USC Section 6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“**FWPCA**”) [33 USC Section 1251 *et seq.*]; the Toxic Substances Control Act (“**TSCA**”) [15 USC Section 2601 *et seq.*]; the Hazardous Materials Transportation Act (“**HMTA**”) [49 USC Section 1801 *et seq.*]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 *et seq.*]; the Clean Air Act [42 USC Section 7401 *et seq.*]; the Safe Drinking Water Act [42 USC Section 300f *et seq.*]; the Solid Waste Disposal Act [42 USC Section 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 USC Section 101 *et seq.*]; the Emergency Planning and Community Right to Know Act [42 USC Section 11001 *et seq.*]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 *et seq.*]; the California Hazardous Substances Account Act [California Health & Safety Code Section 25300 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 24249.5 *et seq.*]; the Porter-Cologne Water Quality Act [California Water Code Section 13000 *et seq.*] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute,

ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

Section 1.1.31 “Environmental Matters” has the meaning ascribed to the term in Section 5.3.

Section 1.1.32 “Escrow” has the meaning ascribed to the term in Section 2.1.

Section 1.1.33 “Escrow Closing Date” means, subject to extension due to Unavoidable Delay, the later of: (a) the fifth (5th) business day following the Escrow Holder’s receipt of written confirmation from both City and Developer of the satisfaction or waiver of all conditions precedent to the Close of Escrow; or (b) the date by which TEBs for the Project close as set forth in Developer’s receipt of written confirmation from CDLAC of the allocation of TEBs for the Project; or alternatively, if TEBs are not issued, the date on which Construction Financing for the Project closes. The Escrow Closing Date shall occur no later than one hundred ninety five (195) days after an allocation of TEBs and reservation of Tax Credits for the Project, but in no event shall the Escrow Closing Date occur later than December 31, 2023, unless extended in writing upon the mutual consent of the parties.

Section 1.1.34 “Escrow Holder” means Ticor Title Company of California, through its office located at 1500 Quail Street, 3rd Floor, Newport Beach, CA 92660, or such other escrow holder mutually agreed upon in writing by both City and Developer.

Section 1.1.35 “Escrow Opening Date” has the meaning ascribed to the term in Section 3.1.

Section 1.1.36 “Event of Default” has the meaning ascribed to the term in Section 7.1.

Section 1.1.37 “FIRPTA Affidavit” means an affidavit complying with Section 1445 of the United States Internal Revenue Code.

Section 1.1.38 “Governmental Agency” means any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city, or otherwise) whether now or later in existence.

Section 1.1.39 “Governmental Requirements” means all codes, statutes, ordinances, laws, permits, orders, and any rules and regulations promulgated thereunder of any Governmental Agency with jurisdiction over or applicable to the Property and/or Project.

Section 1.1.40 “Grant Deed” means a deed in the form of Exhibit D to this Agreement, conveying the City’s ownership interest in the Property to the Developer.

Section 1.1.41 “Hazardous Substances” means, without implied limitation, substances defined as “hazardous substances,” “hazardous material,” “toxic substance,” “solid

waste,” or “pollutant or contaminate” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601, et seq.; the TSCA; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq.; those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or any successor authority, as hazardous substances [40 CFR Part 302]; and those substances defined as “hazardous waste” in Section 25117 of the California Health and Safety Code or, as “hazardous substances” in Section 25316 of the California Health and Safety Code; other substances, materials, and wastes that are, or become, regulated or classified as hazardous or toxic under federal, state, or local laws or regulations and in the regulations adopted pursuant to said laws, and shall also include manure, asbestos, polychlorinated biphenyl, flammable explosives, radioactive material, petroleum products, and substances designated as a hazardous substance pursuant to 33 USC Section 1321 or listed pursuant to 33 USC Section 1317. Notwithstanding the foregoing, “Hazardous Substances” shall not include such products in quantities as are customarily used in the construction, maintenance, development or management of residential developments or associated buildings and grounds, or typically used in residential activities in a manner generally used in other comparable residential developments, or substances commonly ingested by a significant population living within the Project including, without limitation, alcohol, aspirin, tobacco and saccharine.

Section 1.1.42 “Indemnified Parties” has the meaning ascribed to the term in Section 5.3.

Section 1.1.43 “Institutional Lender” means any of the following: (a) a bank (State, Federal or foreign), trust company (in its individual or trust capacity), insurance company, credit union, savings bank (State or Federal), pension, welfare or retirement fund or system, real estate investment trust (or an umbrella partnership or other entity of which a real estate investment trust is the majority owner), Federal, State or local governmental agency regularly making or guaranteeing mortgage loans, investment bank or a subsidiary of a Fortune 500 company; or (b) any person or entity that is an Affiliate of or is a combination of any one or more of the persons or entities described in “(a)” of this Section.

Section 1.1.44 “Land Loan” means the loan from the City to the Developer in an amount equal to THREE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$3,850,000), which is the appraised value established by Kinetic Valuation Group, Inc., real estate appraisers, in an appraisal report effective as of May 19, 2020 and dated as of June 1, 2020, and which is equal to the Purchase Price for the Property. The Land Loan is made by City to finance Developer’s acquisition of the Property, and shall be repaid by Developer pursuant to the terms of the Land Note.

Section 1.1.45 “Land Note” means the promissory note made by Developer in favor of City in substantially the form of Exhibit J attached to this Agreement evidencing the Land Loan.

Section 1.1.46 “Lender” means the holder of any Security Instrument and its successors and assigns.

Section 1.1.47 “Notice of Agreement” means the notice in the form of Exhibit E to this Agreement to be recorded against the Property at the Close of Escrow to provide constructive record notice of the existence and application of this Agreement to the Property.

Section 1.1.48 “NPLH Loan” means the “No Place Like Home” loan from the California Department of Housing and Community Development which Developer intends to apply for should the Project not receive California state low income housing tax credits or other anticipated sources of funding for the Project. If applicable, the NPLH Loan shall be a Senior Loan if and to the extent required by applicable laws and regulations.

Section 1.1.49 “Parties” means, collectively, the City and the Developer.

Section 1.1.50 “Party” means, individually, the City or the Developer, as applicable.

Section 1.1.51 “PCO Statement” means a preliminary change of ownership statement provided for in California Revenue and Taxation Code Section 480.3.

Section 1.1.52 “Permanent Loan” any loan that the Developer obtains from an Institutional Lender, the proceeds of which are to be used and applied solely to pay: (1) the reasonable costs of obtaining such loan; (2) the then current outstanding principal and interest under any Construction Financing; and (3) any reasonable and customary fees or charges of the Institutional Lender, as applicable, providing the Construction Financing relating to pay-off of the Construction Financing. The Permanent Loans are set forth in the Project Budget.

Section 1.1.53 “Permitted Exceptions” means (i) any and all items shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that the Developer accepts, pursuant to Section 2.4; (ii) any exceptions from coverage under the proposed Title Policy; (iii) non-delinquent property taxes and assessments; (iv) this Agreement; (v) the Grant Deed; (vi) the Notice of Agreement; (vii) the Regulatory Agreement; (viii) the Deed of Trust; (ix) any Permitted Security Instrument; (x) the TCAC Regulatory Agreement; (xi) any agreement restricting occupancy and rents of the Project required by the TEBs or an Institutional Lender, as applicable, or the Subordinate Loan Lender; (xii) any encumbrance recorded against the Property with Developer’s consent or as a result of the activities of Developer; and (xiii) any other document or encumbrance expressly required or allowed to be recorded against the Property or the Project under the terms of this Agreement.

Section 1.1.54 “Permitted Security Instrument” means any Security Instrument: (a) that encumbers only the Property or any interest in the Property; (b) that is a requirement of the TEBs or held by a Lender that is an Institutional Lender, subject to the jurisdiction of the courts of the State, not immune from suit and cannot elect to be immune from suit; and (c) only secures: (i) the repayment of money used to pay or reimburse the Project Costs; (ii) a bona fide Permanent Loan; (iii) a delivery assurance fee regarding a Permanent Loan that is refundable to Developer at the close of the Permanent Loan; or (iv) any Refinancing. The deeds of trust securing the County Loan, SNHP Loan and NPLH Loan, if applicable, are Permitted Security Instruments. Promptly after execution, Developer shall promptly delivery a copy of any Security Instrument to the City, with the Lender’s name and notice address.

Section 1.1.55 “Permitted Transfer” means any of the following types of Transfer by Developer, which unless otherwise provided do not require the City’s prior written approval, but which shall be subject to the person or entity to which such Transfer is made expressly and unconditionally assuming in a written assignment and assumption agreement between such person or entity, Developer and City that is in a form reasonably acceptable to City (as evidenced by execution of such assignment and assumption agreement by the City Manager), all obligations of Developer under this Agreement:

1.1.55.1 Any Transfer pursuant to a Permitted Security Instrument as collateral for the TEBs pursuant to a Permitted Security Instrument and collateral for the TEBs.

1.1.55.2 Any Transfer to Institutional Lender: (1) pursuant to a Permitted Security Instrument as collateral for bona fide Construction Financing to pay all or any part of the Project Costs; or (2) pursuant to a Permitted Security Instrument as collateral for a bona fide Permanent Loan.

1.1.55.3 Any Transfer directly resulting from the foreclosure or deed in lieu of foreclosure of a Permitted Security Instrument for a loan from an Institutional Lender to the Project or as otherwise permitted under Section 6.5.7.

1.1.55.4 Any Transfer of stock or equity in the Party that does not change management or operational Control of the Project, with no material change in beneficial ownership (with the exception of any conveyance to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit) and which constitutes a tax-free transaction under Federal income tax law and California real estate transfer tax.

1.1.55.5 The lease of residential units in the Project consistent with the Regulatory Agreement.

1.1.55.6 Any Transfer of this Agreement and the Property to a limited liability company in which C&C is a majority member and a manager.

1.1.55.7 Any Transfer of this Agreement and the Property to a limited partnership in which a general partner is an Affiliate of C&C and the managing general partner is a 501(c)(3) tax exempt nonprofit corporation or its Affiliate.

1.1.55.8 The Transfer and sale of limited partnership interests in Developer while the Developer is in the form of a limited partnership.

1.1.55.9 In the event that any general partner of the Developer, while the Developer is in the form of a limited partnership, is removed by the limited partner of such limited partnership for cause following default under the partnership agreement, the Transfer of the general partner interest to a 501(c)(3) tax exempt nonprofit corporation or its Affiliate selected by the limited partner and approved by the City, which approval shall not be withheld unreasonably, delayed or conditioned.

1.1.55.10 The Transfer of the Project from Developer, while the Developer is in the form of a limited partnership, to one or more of the general partners of the Developer or their Affiliates at the end of the tax credit compliance period for the Project; and

1.1.55.11 Any dilution of a general partner's interest in the Developer while the Developer is in the form of a limited partnership, in accordance with the Developer's limited partnership agreement.

Section 1.1.56 "Plans and Specifications" has the meaning ascribed to the term in Section 2.6.1.

Section 1.1.57 "Preliminary Report" means a preliminary report issued by the Title Company in contemplation of the issuance of the Title Policy, accompanied by legible copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed Title Policy. The Parties acknowledge that they may prepare one (1) or more Preliminary Reports for each parcel, or group of parcels, comprising the Property. In such case, all reports, notices, and objection letters which pertain to the Preliminary Report for the entirety of the Property shall apply separately to each Preliminary Report associated with a parcel or a group of parcels.

Section 1.1.58 "Project" means the construction and development of the Property with a fifty-five (55) unit, three (3) story, rental multi-family housing development that is affordable to households earning less than 70% of AMI for the region, excluding the manager's unit, including all required or associated on-site and off-site improvements, all hardscape and all landscaping, and other improvements as specifically described in the Scope of Development, and all to be developed in accordance with the Plans and Specifications approved by the City through the Entitlements, and any conditions imposed by the City in its approval of the Entitlements.

Section 1.1.59 "Project Budget" means the Project Costs and anticipated sources of funds to pay the Project Costs as set forth in the Project pro forma set forth in Exhibit M, as may be modified from time to time pursuant to Section 6.2.

Section 1.1.60 "Project Commencement Date" means no later than the date thirty (30) days after the date that Developer is required to issue the TEBs for the Project as set forth in the written notice from CDLAC of the allocation of the TEBs for the Project, as may be modified by CDLAC. The Project Commencement Date is further described and defined in the Schedule of Performance in Exhibit C, including the applicable Project Commencement Date should TEBs not issue for the Project.

Section 1.1.61 "Project Completion Date" means that date set forth therefor by which a Certificate of Completion shall be issued for the Project, as more particularly provided in the Schedule of Performance. The Project Completion Date shall be no later than the date which is twenty-one (21) months after the Close of Escrow, subject to Unavoidable Delay.

Section 1.1.62 "Project Costs" means all of the Developer's costs actually incurred for acquisition of the Property and development and construction of the Project.

Section 1.1.63 “Project Loan” means a loan of One Million Dollars (\$1,000,000.00) made by City to Developer to finance the improvements for the Project, the proceeds of which shall be used and repaid by Developer pursuant to the terms of the Project Note.

Section 1.1.64 “Project Note” means a promissory note made by Developer in favor of the City in substantially the form of Exhibit K attached to this Agreement evidencing the Project Loan.

Section 1.1.65 “Property” means that real property, and all current and future improvements thereon (including, without implied limitation, the Project), legally described in Exhibit A.

Section 1.1.66 “Property Transfer” means and refers to any “change in ownership,” as defined in Revenue and Taxation Code Sections 60, et seq., of all or any portion of the Property.

Section 1.1.67 “Purchase Price” means the purchase price for the Property in the amount of THREE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$3,850,000.00).

Section 1.1.68 “Record”, “recorded”, “recording” or “recordation” each mean and refer to recordation of the referenced document in the official records of the Recorder of the County of Orange, California.

Section 1.1.69 “Refinancing” means any loan secured by a Permitted Security Instrument that the Developer obtains from an Institutional Lender subsequent to recordation of the Permanent Loan for any of the following purposes: (1) to pay off all or a portion of an existing loan secured by a Permitted Security Instrument where the Lender providing the new loan will disburse loan proceeds to or on behalf of Developer exceeding the amount of principal and interest under the existing loan being paid plus the amount of any reasonable and customary fees and costs associated with obtaining such new loan that are actually paid by Developer and not rebated or refunded to Developer; (2) disbursing funds to or on behalf of Developer without paying off any existing loan secured by a Permitted Security Instrument; or (3) any loan extension, modification or equivalent regarding an existing loan to Developer secured by a Permitted Security Instrument that results in the Lender of the existing loan disbursing additional loan proceeds to or on behalf of Developer in excess of the original principal amount of the loan.

Section 1.1.70 “Regulatory Agreement” means the Regulatory Agreement and Declaration of Restrictive Covenants, Conditions and Restrictions Restricting the Use of Property for Affordable Housing in substantially the form of Exhibit H attached to this Agreement, which shall be recorded against the Property in its entirety as a condition for the Close of Escrow.

Section 1.1.71 “Schedule of Performance” means the schedule for the performance of certain actions by the Parties pursuant to this Agreement, attached to this Agreement as Exhibit C.

Section 1.1.72 “Scope of Development” means the detailed description of the Project attached to this Agreement as Exhibit B.

Section 1.1.73 “Security Instrument” means any security instrument, deed of trust, security deed, contract for deed, deed to secure debt, or other voluntary real property (including leasehold) security instrument(s) or agreement(s) intended to grant real property (including leasehold) security for any obligation (including a purchase-money or other promissory note) encumbering the Property, as entered into, renewed, modified, consolidated, increased, decreased, amended, extended, restated, assigned (wholly or partially), collaterally assigned, or supplemented from time to time, unless and until paid, satisfied, and discharged of record. If two or more such security instruments are consolidated or restated as a single lien or held by the same Lender (as applicable), then all such security instruments so consolidated or restated shall constitute a single Security Instrument. A participation interest in a security instrument (or partial assignment of the secured loan) does not itself constitute a Security Instrument.

Section 1.1.74 “Senior” means, referring to multiple Security Instruments, the Security Instrument that is most senior in lien of the same type. Where Senior is used as a comparative term as against any specified Security Instrument, such term refers to any Security Instrument of the same type that is senior in lien to such specified Security Instrument. If only one Security Instrument of a particular type exists, then it shall be deemed the Senior Security Instrument of such type.

Section 1.1.75 “Senior Loan” has the meaning as set forth in Section 2.2.3.

Section 1.1.76 “SNHP Loan” means that certain loan from CalHFA through the County of Local Government Special Needs Housing Program (SNHP) funds in the original principal amount of approximately \$1,575,000 for construction and permanent financing of the Project, with any interest and principal due annually from residual receipts and all principal and accrued interest due fifty-five (55) years after the date of the recordation of the Certificate of Completion, and which is secured by a Permitted Security Instrument junior in lien priority to the Deed of Trust

Section 1.1.77 “State” means the State of California.

Section 1.1.78 “Subordinate Loan” means the SNHP Loan, the County Loan (if any), and any loan approved through revisions to the Project Budget by the City Manager pursuant to Section 6.2, and which is secured by a Permitted Security Instrument junior in lien priority to the Deed of Trust.

Section 1.1.79 “Tax Credit Equity” means the equity investment toward the cost of development and construction of the Project contributed to the Developer (when in the form of a limited partnership) by the Tax Credit Investor, in the amount set forth in the Project Budget.

Section 1.1.80 “Tax Credit Investor” means the limited partner in Developer (when in the form of a limited partnership) that provides the Tax Credit Equity for the development and construction of the Project.

Section 1.1.81 “Tax Credits” means an allocation from TCAC of four percent (4%) federal low income housing tax credits to finance a portion of the Project Costs, all in accordance with Section 42 of the Internal Revenue Code of 1986, as amended, all associated Internal Revenue Service regulations and all associated TCAC regulations.

Section 1.1.82 “TCAC” means the California Tax Credit Allocation Committee or successor in function.

Section 1.1.83 “TCAC Regulatory Agreement” means the regulatory agreement required to be recorded against the Property by TCAC to obtain the Tax Credits, which the parties currently anticipate will restrict occupancy and rent of 14 of the residential units in the Project to 30% of AMI for the County, 11 of the residential units in the Project to 40% of AMI for the County, 4 of the residential units in the Project to 50% of AMI for the County, 18 of the residential units in the Project to 60% of AMI for the County, and 7 of the residential units in the Project to 70% of AMI for the County as defined by TCAC.

Section 1.1.84 “TEBs” means tax-exempt bonds that may be allocated to the Project, the proceeds of which shall be Construction Financing.

Section 1.1.85 “Title Company” means Tigor Title Company of California, through its office located at 1500 Quail Street, 3rd Floor, Newport Beach, CA 92660, or such other title company mutually agreed upon in writing by both City and Developer

Section 1.1.86 “Title Policy” means a standard CLTA owners’ policy of title insurance issued by the Title Company, with coverage in the full amount of the Purchase Price and insuring fee title to the Property, subject only to the Permitted Exceptions. However, at Developer’s option, Developer may acquire an ALTA extended coverage policy. City shall pay for the standard CLTA policy. Developer shall pay for any additional or ALTA extended coverage policy.

Section 1.1.87 “Transfer” means any of the following:

1.1.87.1 Any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, right or obligation, or of any legal, beneficial, or equitable interest or estate in such property, right or obligation or any part of it (including the grant of any easement, lien, or other encumbrance); or

1.1.87.2 Any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any direct or indirect equity interest(s) in the owner of such property, right or obligation by the holders of such equity interest(s); or

1.1.87.3 Any merger, consolidation, sale, or lease of all or substantially all of the assets of the Developer or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest of all or substantially all of the assets of the Developer; or

1.1.87.4 Any Property Transfer; or

1.1.87.5 The recordation of any deed of trust, mortgage, lien or similar encumbrance against all or any portion of the Property or the Project.

Section 1.1.88 “Unavoidable Delay” means any delay that is caused by the exclusively by the other Party or that is beyond the control of the City or the Developer, including delay caused by strikes, acts of God, weather, inability to obtain labor or materials, inability to obtain governmental permits or approvals, governmental restrictions, civil commotion, fire or similar causes, but excluding circumstances subject to Section 8.7.2.

Section 1.2 Representations and Warranties.

Section 1.2.1 City Representations and Warranties. The representations and warranties of City contained in this Section 1.2.1 are true and correct to the best knowledge and belief of the City as of the Effective Date. City’s liability for misrepresentation or breach of warranty, representation, or covenant, wherever contained in this Agreement, shall survive the execution and delivery of this Agreement and the Closing. City hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by Developer has been made in material reliance by Developer on such covenants, representations, and warranties:

1.2.1.1 City is a California municipal corporation and charter city, duly formed and operating under the laws of the State of California and the Charter for the City of Buena Park. As a charter city, and as the designated “housing successor” of the former Buena Park Redevelopment Agency, City has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transactions contemplated hereby.

1.2.1.2 The persons executing any instruments for or on behalf of City have been authorized to act on behalf of City and this Agreement is valid and enforceable against City in accordance with its terms and each instrument to be executed by City pursuant hereto or in connection therewith will, when executed, shall be valid and enforceable against City in accordance with its terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution and delivery of and compliance with this Agreement by City.

1.2.1.3 City has taken all requisite action and obtained all requisite consents for agreements or matters to which City is a party in connection with entering into this Agreement and the instruments and documents referenced herein and in connection with the consummation of the transactions contemplated hereby.

1.2.1.4 The Property is a legally formed parcel in the approximate size of 1.35 acres.

1.2.1.5 If the City becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by the City under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon the City’s knowledge and/or belief as of a certain date, the City will give immediate written notice of such changed fact or circumstance to the Developer.

Section 1.2.2 Developer Representations and Warranties. The representations and warranties of Developer contained in this Section 1.2.2 are true and correct to the best

knowledge and belief of Developer as of the Effective Date. All representations and warranties contained in this Section 1.2.2 are true and correct as of the Effective Date. The Developer's liability for misrepresentation or breach of warranty, representation or covenant, wherever contained in this Agreement, shall survive the execution and delivery of this Agreement and the Closing. The Developer hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by City has been made in material reliance by City on such covenants, representations and warranties:

1.2.2.1 The Developer is a California limited liability company, lawfully entitled to do business in the State of California and the City. The Developer has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby. The persons executing this Agreement and the instruments referenced herein on behalf of the Developer hereby represent and warrant that such persons have the power, right and authority to bind the Developer.

1.2.2.2 The Developer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required for the Developer's authorization to enter into Agreement.

1.2.2.3 Developer has the knowledge, skill, expertise, and capacity to complete the Project in accordance with the requirements of this Agreement.

1.2.2.4 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which the Developer is a party or by which the Developer may be bound, or under law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to the Developer or to the Property.

1.2.2.5 This Agreement is, and all agreements, instruments and documents to be executed by the Developer pursuant to this Agreement shall be, duly executed by and shall be valid and legally binding upon the Developer and enforceable in accordance with their respective terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution and delivery of in compliance with this Agreement by the Developer.

1.2.2.6 If the Developer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by the Developer under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon the Developer's knowledge and/or belief as of a certain date, the Developer will give immediate written notice of such changed fact or circumstance to the City.

Section 1.2.3 Effective Date. This Agreement is dated in the first paragraph for reference purposes only. This Agreement shall not become effective until the date on which all of the following are true ("**Effective Date**"): (a) this Agreement is approved and executed by the

appropriate authorities of Developer and delivered to City; (b) Developer has delivered to City a certified copy of the official action taken by all of the entities comprising the Developer approving this Agreement, substantially in the form attached to this Agreement as Exhibit F; (c) following all legally required notices and hearings, this Agreement is approved by the City Council; and (d) this Agreement is executed by the authorized representatives of City.

Section 1.2.4 Exhibit List. The following is a list of the Exhibits attached to this Agreement. Each of the Exhibits is incorporated by this reference into the text of this Agreement.

<u>Exhibit A</u>	Legal Description of Property
<u>Exhibit B</u>	Scope of Development
<u>Exhibit C</u>	Schedule of Performance
<u>Exhibit D</u>	Form of Grant Deed
<u>Exhibit E</u>	Form of Notice of Agreement
<u>Exhibit F</u>	Form of Official Action of Developer
<u>Exhibit G</u>	Form of Certificate of Completion
<u>Exhibit H</u>	Form of Regulatory Agreement
<u>Exhibit I</u>	Form of Deed of Trust
<u>Exhibit J</u>	Form of Land Note
<u>Exhibit K</u>	Form of Project Note
<u>Exhibit L</u>	Project Budget

ARTICLE II.

PROPERTY DISPOSITION

Section 2.1 Purchase and Sale. In exchange for the Purchase Price and the Developer's other covenants and undertakings set forth herein, the City shall sell the Property to the Developer and the Developer shall purchase the Property from the City pursuant to the terms and conditions of this Agreement. For the purposes of exchanging funds and documents to complete the sale from the City to the Developer and the purchase by the Developer from the City of the Property pursuant to the terms of this Agreement, the City and the Developer agree to open an escrow ("**Escrow**") with the Escrow Holder. ARTICLE III of this Agreement constitutes the joint escrow instructions of the Parties to the Escrow Holder for completion of the Escrow for the sale of the Property, as contemplated by this Agreement. The Developer and the City shall execute such further escrow instructions, consistent with the provisions of this Agreement, as may be reasonably requested by the Escrow Holder. In the event of any conflict between the provisions of this Agreement and any other escrow instructions requested by the Escrow Holder, the provisions of this Agreement shall control.

Section 2.2 Payment of Purchase Price.

Section 2.2.1 Land Note and Deed of Trust. The Developer shall pay the Purchase Price by depositing the Land Note and the Deed of Trust into the Escrow, at least one (1) business day preceding the Escrow Closing Date.

Section 2.2.2 Limited-Recourse. The Developer shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Land Note, the Project Note or the performance of the covenants of the Developer under the Deed of Trust. The sole recourse of the City with respect to the principal of, or interest on, the Land Note or the Project Note and defaults by Developer in the performance of its covenants under the Deed of Trust shall be to the Property, as described in the Deed of Trust.

Section 2.2.3 Subordination. The Deed of Trust, but not the Regulatory Agreement, shall be subordinated only to the following, subject to the written approval of the City Manager which shall not be unreasonably withheld: Construction Financing from Institutional Lenders (in each case, a “**Senior Loan**”) if subordination is required by the lender as a condition of the Senior Loan, and all of the proceeds of the proposed Senior Loan, less any transaction costs, are restricted for the payment of Project Costs; provided that the City agrees that in the event of a foreclosure by the Institutional Lender, the restrictions under the Regulatory Agreement will be permitted to float up so that the restricted units are affordable to households earning less than 80% of AMI for the region; provided that the City shall be given at least thirty (30) days advance written notice in advance of any foreclosure by the Institutional Lender, and have the first right (but not the obligation) to cure, acquire, and assume Developer’s rights and obligations under the Senior Loan in lieu of and to avoid a foreclosure and preserve the affordability requirements of the Regulatory Agreement.

Section 2.3 Eminent Domain. If any portion of the Property or any interest in any portion of the Property, becomes the subject of any eminent domain proceeding prior to Close of Escrow, other than such a proceeding by the City, including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain commenced by any Governmental Agency, the City shall immediately give the Developer notice of such occurrence, and the Developer shall have the option, exercisable within ten (10) business days after receipt of such notice from the City, to either: (1) cancel the Escrow and terminate this Agreement and the Escrow, in which case the Parties and the Escrow Holder shall proceed in accordance with Section 3.10; or (2) continue with this Agreement in accordance with its terms, in which event the City shall assign to the Developer any right of the City to receive any condemnation award attributable to the Property.

Section 2.4 Title Approval. As soon as practicable following the Effective Date, the City shall obtain from Title Company the Preliminary Report and deliver a copy of the Preliminary Report to the Developer. Within thirty (30) days following the Developer’s receipt of a Preliminary Report for the entire Property, the Developer shall deliver the Developer’s Title Notice to the City. If the Developer fails to deliver the Developer’s Title Notice to the City within thirty (30) days following the Developer’s receipt of the Preliminary Report, the Developer will be deemed to approve the status of title to the Property. Within twenty (20) days following receipt by the City of Developer’s Title Notice, if any, the City shall serve City’s Title Notice Response. If the City does not serve City’s Title Notice Response, if necessary, within twenty (20) days following its receipt of Developer’s Title Notice, the City shall be deemed to elect not to remove any matter objected to in Developer’s Title Notice, if any, from the Preliminary Report. If the City elects in City’s Title Notice Response to cause the removal of any matter objected to in Developer’s Title Notice from the Preliminary Report, the City shall cause the removal of each such objectionable matter from the Preliminary Report within sixty (60) days following receipt by

the Developer of City's Title Notice Response or such other period of time that may be agreed to in writing by both the City and the Developer. If the City is unwilling or unable to cause the removal of any matter objected to in Developer's Title Notice from the Preliminary Report, then, within ten (10) days following the Developer's receipt of City's Title Notice Response stating that the City is unwilling to remove or cause the removal of any matter objected to in Developer's Title Notice or upon the expiration of the above sixty (60) day time period during which the City elected to remove such objectionable matters from the Preliminary Report and was unable to do so, the Developer may either (1) refuse to accept the title to and conveyance of the Property, in which case the Parties shall have the right, subject to Section 2.4.2, to cancel the Escrow and terminate this Agreement without liability to either Party or any other person, by delivery of a written notice of termination to the Escrow Holder, or (2) be deemed to waive its objection to any items set forth in Developer's Title Notice.

Section 2.4.1 If at any time prior to the Close of Escrow the Title Company issues an updated Preliminary Report containing any previously undisclosed matter affecting title to the Property, or the City becomes aware of any previously undisclosed matter affecting title to the Property, following the delivery of the Developer's Title Notice, the City shall provide written notice to the Developer of such matter, together with any updated Preliminary Report related to such matter. The City and the Developer shall have such rights and obligations with respect to such previously undisclosed title matters as they did with respect to any title matters set forth in the original Preliminary Report as set forth in Section 2.4.

Section 2.4.2 Before exercising any right a Party may have under this Section 2.4 to cancel the Escrow and terminate this Agreement, such Party shall notify the non-terminating Parties in writing of its election to terminate and shall, upon a non-terminating Party's request, which must be delivered, if at all, within three (3) days following its receipt of the terminating Party's notice of election to terminate, meet and confer with the non-terminating Parties for a period of thirty (30) days. During such time, the Parties shall meet as often as reasonably requested by any Party to negotiate, in good faith, methods and means by which the objectionable title matter may be eliminated or mitigated. Nothing herein shall constitute an agreement, representation, or warranty by any Party that an acceptable resolution of the objectionable title matter will be achieved, nor shall any Party be obligated to expend any funds or undertake any other action whatsoever with respect to such title matter unless such agreement is reduced to a writing which is approved by all Parties, in their sole and absolute discretion. If, at the end of such thirty (30) day period, the Parties have not been able to agree on a mutually acceptable method of resolving such title matter, or if any proposed agreement is disapproved by the City Council, the Escrow shall be cancelled, this Agreement shall be terminated without liability to any Party, and the Parties shall proceed pursuant to Section 3.10.

Section 2.4.3 The City agrees not to place any matters of record against the Property (other than Permitted Exceptions and any matters arising from City's issuance or exercise of any remedy related to any approval for the Project), prior to the Close of Escrow, without the prior written consent of Developer.

Section 2.5 Developer Investigations.

Section 2.5.1 The Developer shall have until the expiration of the Due Diligence Period to complete all of its Due Diligence Investigations with respect to the entirety of the Property. The Developer shall complete all of its Due Diligence Investigations within the Due Diligence Period and shall conduct all of its Due Diligence Investigations at its sole cost and expense. The Developer shall rely solely and exclusively upon the results of its Due Diligence Investigations of the Property, including, without limitation, investigations regarding geotechnical soil conditions, compliance with applicable laws pertaining to the use of the Property by the Developer and any other matters relevant to the condition or suitability of the Property for the Project, as the Developer may deem necessary or appropriate. City makes no representation or warranty to the Developer relating to the condition of the Property or suitability of the Property for any intended use or development by the Developer. The Developer shall deliver a Due Diligence Investigation Rejection Notice to the City prior to the end of the Due Diligence Period. If the Developer does not timely deliver its Due Diligence Investigation Rejection Notice prior to the end of the Due Diligence Period, the Developer shall be deemed to have accepted the condition of the Property in its current condition. If the condition of the Property is rejected, then either Party shall have the right, subject to Section 2.4.2, to cancel the Escrow and terminate this Agreement, in its sole discretion, without liability to the other Party or any other person, by delivery of a written notice of termination to the other Party and Escrow Holder. The Developer shall accept all conditions of the Property, without any liability of the City whatsoever, upon the Developer's deemed acceptance of the condition of the Property by its failure to timely deliver its Due Diligence Investigation Rejection Notice. The Developer's failure to timely deliver its Due Diligence Investigation Rejection Notice shall evidence the acceptance of the condition of the Property by the Developer in its existing "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition, as of the last day of the Due Diligence Period. In its sole discretion, the Developer may accept the Property in its "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition at any time before the end of the Due Diligence Period. The Developer shall conduct during the Due Diligence Period such environmental assessment(s) of the Property as the Developer deems appropriate. If such assessment(s) do not reveal the presence of any Hazardous Substances on the Property in levels that exceed applicable Governmental Requirements, then the City shall promptly and at its sole cost and expense install security fencing around the Property. If such assessment(s) do reveal the presence of any Hazardous Substances on the Property in levels that exceed applicable Governmental Requirements, then the City and the Developer shall negotiate in good faith in an effort to reach agreement as to the allocation of responsibility and cost of remediation thereof.

Section 2.5.2 Any Due Diligence Investigations of the Property by the Developer shall not unreasonably disrupt any then-existing use or occupancy of the Property or the operations of the City. The Developer shall be liable for any damage or injury to any person or property arising from the acts or omissions of the Developer, its employees, agents or representatives during the course of any Due Diligence Investigations on the Property and the Developer shall indemnify, defend with counsel of the City's choice and hold harmless the City and its elected officials, officers, directors, attorneys, contractors, agents and employees from any and all actual or alleged liens, claims, demands or liability arising from any Due Diligence Investigations by the Developer on the Property other than for discovery of existing conditions on the Property. Prior to commencing any Due Diligence Investigations on the Property, the Developer shall deliver copies

of policies or certificates of insurance to the City evidencing compliance by the Developer with the liability insurance requirements of Section 5.3.

Section 2.5.3 Before exercising any right a Party may have under this Section 2.5 to cancel the Escrow and terminate this Agreement, such Party shall notify the non-terminating Parties in writing of its election to terminate and shall, upon a non-terminating Party's request, which must be delivered, if at all, within three (3) days following its receipt of the terminating Party's notice of election to terminate, meet and confer with the non-terminating Parties for a period of thirty (30) days. During such time, the Parties shall meet as often as reasonably requested by any Party to negotiate, in good faith, methods and means by which the objectionable due diligence matter may be eliminated or mitigated. Nothing herein shall constitute an agreement, representation, or warranty by any Party that an acceptable resolution of the objectionable due diligence matter will be achieved, nor shall any Party be obligated to expend any funds or undertake any other action whatsoever with respect to such due diligence matter unless such obligation is reduced to a writing which is approved by all Parties, in their sole and absolute discretion. If, at the end of such thirty (30) day period, the Parties have not been able to agree on a mutually acceptable method of resolving the objectionable due diligence matter, or if any proposed agreement is disapproved by the City Council, the Escrow shall be cancelled, this Agreement shall be terminated without liability to any Party, and the Parties shall proceed pursuant to Section 3.10.

Section 2.6 Developer to Obtain all Project Entitlements.

Section 2.6.1 Developer has developed and presented to City staff and the City Council, for review, the following (collectively, the "**Plans and Specifications**"):

2.6.1.1 A proposed complete conceptual development plan for the Project on the Property that describes and depicts: (1) the location and placement of proposed buildings and (2) the architecture and elevations of the proposed buildings;

2.6.1.2 The proposed unit mix, showing unit size and affordability levels, including one manager's unit, for the Project;

2.6.1.3 A proposed time schedule and cost estimates for the development of the Project on the Property; and

2.6.1.4 A proposed financing plan identifying financing sources for all private and public improvements proposed for the Project.

Section 2.6.2 The City's zoning, building and land use regulations (whether contained in ordinances, the City's municipal code, conditions of approval, policies, practice or elsewhere) (collectively, the "**City Requirements**"), shall be applicable to the use and development of the Project on the Property by the Developer; subject only to the findings set forth in the Recitals of this Agreement. The Developer acknowledges that all Plans and Specifications and any changes to the Plans and Specifications shall be subject to the City Requirements. No action by the City with reference to this Agreement or any related documents shall be deemed to constitute a waiver of any City Requirements regarding the Property, the Project, the Developer, any successor-in-interest of the Developer or any successor-in-interest to the Property. The City

Requirements may only be changed or waived by modification or variance approved by in the discretion of the City and consistent with this Agreement. The discretionary City entitlements necessary for the Project under the City Requirements may include (without limitation) a General Plan Amendment, Zoning Ordinance Amendment, Site Plan Review and an Interdepartmental Review set forth in Buena Park Municipal Code section 19.128.100 (“Entitlements”). No entitlement, permit or other approval from the City for development of the Project on the Property shall attach to any portion of the Property or otherwise become effective to allow the Developer to develop the Project on the Property until after the Developer owns fee title to that portion of the Property to which such entitlement, permit or other approval pertains. Under no circumstances shall the Developer commence development of any portion of the Project on the Property prior to the Developer owning fee title to the Property.

Section 2.6.3 The Developer agrees to accept and comply fully with any and all conditions of approval applicable to the Entitlements and all approvals, permits and other governmental actions regarding the development or operation of the Project on the Property as a condition to the Close of Escrow.

Section 2.6.4 Developer to Pay All Costs and Expenses. The Parties agree that the City shall not provide any financial assistance to the Developer in connection with the Project except as is expressly set forth in this Agreement. The Developer shall be solely responsible for paying for the costs of all design work, construction, labor, materials, fees and permit expenses associated with the Project. The Developer shall pay any and all fees pertaining to the review and approval of the Project by the City, any other Governmental Agency and utility service providers, including the costs of preparation of all required construction, planning and other documents reasonably required by a Governmental Agency pertinent to the development or operation of the Project on the Property, including, but not limited to, specifications, drawings, plans, maps, permit applications, land use applications, zoning applications, environmental review and disclosure documents and design review documents. The Developer shall pay for any and all costs, including, but not limited to, the costs of design, construction, relocation and securing of permits for sewer or utility improvements and connections, that may be required in development of the Project, whether located on or off of the Property. The Developer shall obtain any and all necessary approvals prior to the commencement of applicable portions of construction, and the Developer shall comply with any conditions of approval of this Agreement and the Interdepartmental Review, and shall take reasonable precautions to ensure the safety and stability of surrounding properties during said construction. In accordance with this Section 2.6.4, Developer shall be responsible for the costs, or immediate reimbursement to the City upon delivery of an invoice for the costs, of the following:

2.6.4.1 all fees or expenses of engineers, architects, financial consultants, legal, planning or other consultants or contractors, retained by the Developer for any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to the Property or the Project or the negotiation of this Agreement that may be undertaken by the Developer;

2.6.4.2 all fees, charges and costs, make all deposits and provide all bonds or other security associated with the submission to and processing by the City of any and all applications and other documents and information to be submitted to the City by the Developer

pursuant to this Agreement or otherwise associated with the Project; provided that in lieu of posting a bond or similar security for installation of any public improvements for the Project, the City and Developer may (but with no obligation) agree that the City can withhold ten percent (10%) of the estimated cost of those public improvements from disbursement of the Project Loan until those improvements are accepted by the City; and

Section 2.6.5 The Developer shall obtain all entitlements, permits and other approvals for use and development of the Project on the Property from each Governmental Agency, within the time period for such actions specifically set forth in the Schedule of Performance, subject to any extensions of time authorized by this Agreement upon the occurrence of an Unavoidable Delay.

Section 2.7 Delivery of Property Free of Occupants. At the Close of Escrow, the City will deliver possession of the Property to Developer free and clear of any contractual rights created by or with the consent of the City for any person or entity (other than Developer) to use or occupy the Property; provided that this section shall not impact the ongoing covenants and conditions relative to use and occupancy of the Property for affordable housing as set forth in this Agreement.

Section 2.8 Project Marketing Plan. At least forty-five (45) calendar days prior to the Close of Escrow, Developer shall submit to the City an affirmative fair housing marketing plan for the Project. Within ten (10) calendar days after the City receives such marketing plan submitted by Developer, the City shall approve or disapprove such marketing plan. The City's failure to approve such marketing plan within the specified ten (10) calendar day period, shall constitute City's deemed approval of such marketing plan.

ARTICLE III.

ESCROW INSTRUCTIONS

Section 3.1 Opening of Escrow. For purposes of this Agreement, the opening of Escrow shall be the first date on which a fully executed copy of this Agreement is deposited with Escrow Holder ("**Escrow Opening Date**"). The Developer shall cause the Escrow to be opened within five (5) days following the Effective Date. Escrow Holder shall promptly confirm in writing to each of the Parties the date of the Escrow Opening Date. This ARTICLE III shall constitute the joint escrow instructions of the City and the Developer to Escrow Holder for conduct of the Escrow to complete the purchase and sale of the Property between them, as contemplated in this Agreement.

Section 3.2 Conditions to Close of Escrow. The conditions set forth below shall be satisfied or waived in writing by the respective benefited Party on or before the Escrow Closing Date or the Party benefited by any unsatisfied condition shall not be required to proceed to close Escrow.

Section 3.2.1 Developer's Conditions to Close of Escrow. The Developer's obligation to purchase the Property from the City on the Escrow Closing Date shall be subject to the satisfaction of the following conditions precedent, each of which can only be waived in writing by the Developer:

3.2.1.1 The Developer agrees, or is deemed, to accept the title to and conveyance of the Property, pursuant to Section 2.4;

3.2.1.2 The Developer fails to deliver a Due Diligence Investigation Rejection Notice to the City prior to the expiration of the Due Diligence Period;

3.2.1.3 Developer has received an allocation of TEBs for the Project from CDLAC and a Tax Credit reservation for the Project from TCAC, or has otherwise obtained Construction Financing from an Institutional Lender;

3.2.1.4 Developer has received the commitments for funding to make the construction and operation of the Project financially feasible in the Developer's discretion;

3.2.1.5 The Title Company is unconditionally committed to issue the Title Policy for the Property, subject to any Permitted Exceptions, to the Developer;

3.2.1.6 Developer approves the Escrow Holder's estimated Escrow closing/settlement statement;

3.2.1.7 The representations, warranties and covenants of the City set forth in Section 1.2.1 are true and correct in all material respects on the Effective Date and on the Escrow Closing Date;

3.2.1.8 The Developer has obtained approval of the Entitlements required in connection with the development of the Property, subject to conditions of approval acceptable to Developer, any applicable appeal period has expired without appeal having been filed or, if an appeal is filed, such appeal has been denied, and no legal action has been instituted against Developer or the City alleging the invalidity of such Entitlements;

3.2.1.9 The City has completed all of its material obligations required by this Agreement to be completed prior to the Close of Escrow; and

3.2.1.10 The City deposits the items into the Escrow required by Section 3.3.

Section 3.2.2 City's Conditions to Close of Escrow. The City's obligation to sell the Property to the Developer on or before the Escrow Closing Date shall be subject to the satisfaction of the following conditions precedent, which can only be waived in writing by the City:

3.2.2.1 The Developer agrees, or is deemed, to accept the title to and conveyance of the Property, pursuant to Section 2.4;

3.2.2.2 The Developer fails to deliver a Due Diligence Investigation Rejection Notice to the City prior to the expiration of the Due Diligence Period;

3.2.2.3 The City Council's approval of this Agreement, and the making of the findings set forth in the Recitals of this Agreement.

3.2.2.4 The Title Company is unconditionally committed to issue the Title Policy for the Property, subject to any Permitted Exceptions, to the Developer;

3.2.2.5 The Developer submits to the City evidence satisfactory to the City, in the City's reasonable discretion, that the Developer has obtained the Entitlements and all approvals necessary for the development of the Property from each applicable Governmental Agency in accordance with Government Requirements;

3.2.2.6 The Developer has completed all of its material obligations required by this Agreement to be completed prior to the Close of Escrow;

3.2.2.7 The Developer submits to the City, and the City Manager has approved in writing, in his/her reasonable discretion, the Developer's organizational documents;

3.2.2.8 The Developer submits to the City and the City Manager has approved in writing, in his/her reasonable discretion, the marketing plan for the Project pursuant to Section 2.8;

3.2.2.9 The Developer submits to the City and the City's Director of Risk Management has approved in writing, in his/her reasonable discretion, the certificates of insurance demonstrating compliance with the insurance requirements in Section 5.4;

3.2.2.10 The Developer submits to the City a copy of the Construction Contract for the Project in substantially a final form that is approved by the City Manager in writing, in his/her reasonable discretion, for consistency with Developer's obligations under this Agreement (with a copy of the final and fully executed Construction Contract being delivered to the City before the Close of Escrow);

3.2.2.11 The Developer submits to the City evidence that it has received an allocation of TEBs for the Project, or alternatively Developer submits to City copies of Construction Financing Documents in substantially a final form that is approved by the City Manager in writing, in his/her reasonable discretion, for consistency with Developer's obligations under this Agreement (with copies of the final Construction Financing Documents being delivered to the City through Close of Escrow);

3.2.2.12 The Developer submits to the City a document evidencing a commitment from the Tax Credit Investor to Developer to provide the Tax Credit Equity, or alternatively documents evidencing the NPLH Loan;

3.2.2.13 The Developer submits to the City the documents evidencing the SNHP Loan;

3.2.2.14 The Developer submits to the City documents evidencing a commitment from the Lender(s) of all Subordinate Loan(s) to Developer to provide the Subordinate Loan(s);

3.2.2.15 The representations, warranties and covenants of the Developer set forth in Section 1.2.2 are true and correct in all material respects on the Effective Date and on the Escrow Closing Date; and

3.2.2.16 The Developer deposits the items into the Escrow required by Section 3.3.

Section 3.3 Developer's Escrow Deposits. Following satisfaction or waiver of each of the Developer's conditions to Close of Escrow set forth in Section 3.2.1, the Developer shall deposit the following funds and documents into Escrow at least one (1) business day prior to the Escrow Closing Date in a writing delivered to the Parties:

Section 3.3.1 PCO Statement. A PCO Statement executed by the authorized representative(s) of the Developer.

Section 3.3.2 Acceptance of Grant Deed. The Certificate of Acceptance of the Grant Deed, in the form attached to the Grant Deed, executed by the authorized representative(s) of the Developer in recordable form.

Section 3.3.3 Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.4 Regulatory Agreement. The Regulatory Agreement executed by the authorized representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.5 Construction Financing Security Instrument(s) (as applicable). A Permitted Security Instrument(s) securing repayment of the Construction Financing, executed by the authorized representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.6 Bond Regulatory Agreement. A regulatory agreement as required by the issuer of TEBs for the Project, if applicable, executed by the authorized representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.7 Land Note. The Land Note signed by the authorized representative(s) of Developer.

Section 3.3.8 Project Note. The Project Note signed by the authorized representative(s) of Developer.

Section 3.3.9 Deed of Trust. The Deed of Trust executed by the authorized representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.10 Subordinate Loan(s) Security Instrument(s). Permitted Security Instrument(s) securing repayment of the Subordinate Loan(s) executed by the authorized

representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.11 Subordinate Loan Land Use Restriction Agreement(s). Agreement(s) restricting occupancy and rents in the Project as required by the Subordinate Loans, executed by the authorized representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.12 Subordination Agreements. Subordination agreement(s) subordinating the Deed of Trust and Regulatory Agreement to the Construction Financing Security Instruments, in the form provided by an Institutional Lender, reasonably approved by the City Manager, and executed by the authorized representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.13 Other Funds and Documents. Such documents required from Developer under the terms of this Agreement to close the Escrow, including funds as required to pay all Escrow closing costs, which shall be the sole responsibility of Developer, or by the Escrow Holder in the performance of the Escrow Holder's contractual or statutory obligations relating to the Escrow.

Section 3.4 City's Escrow Deposits. Following satisfaction or waiver of each of the City's conditions to Close of Escrow set forth in Section 3.2.2, the City shall deposit the following documents into Escrow at least one (1) business day prior to the Escrow Closing Date:

Section 3.4.1 Grant Deed. The Grant Deed executed by the authorized representative(s) of the City in recordable form.

Section 3.4.2 FIRPTA Affidavit (City). The FIRPTA Affidavit completed and executed by the authorized representative(s) of the City.

Section 3.4.3 Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the City in recordable form.

Section 3.4.4 Regulatory Agreement. The Regulatory Agreement signed by the authorized representative(s) of the City in recordable form, which shall be recorded against the entire Property.

Section 3.4.5 Subordination Agreements. Subordination agreement(s) subordinating the Deed of Trust to the Construction Financing Security Instruments in the form provided by an Institutional Lender, reasonably approved by the City and executed by the authorized representative(s) of the City in recordable form, which shall be recorded against the Property.

Section 3.4.6 Other Funds and Documents. The principal amount of the Project Loan and such other funds or documents required from the City under the terms of this Agreement to close the Escrow or by the Escrow Holder in the performance of the Escrow Holder's contractual or statutory obligations regarding the Escrow.

Section 3.5 Closing Procedure. When each of the Developer's Escrow required deposits, as set forth in Section 3.3, and each of the City's Escrow required deposits, as set forth in Section 3.4, are deposited into Escrow, Escrow Holder shall request confirmation in writing from both the City and the Developer that each of their respective conditions to the Close of Escrow, as set forth in Section 3.2, are satisfied or waived. Upon Escrow Holder's receipt of written confirmation from both the City and the Developer that each of their respective conditions to the Close of Escrow are either satisfied or waived, Escrow Holder shall close the Escrow for the Property by doing all of the following:

Section 3.5.1 Recordation of Documents. File the documents set forth in Section 3.7 with the Office of the Recorder of the County, for recordation in the order set forth in Section 3.7.

Section 3.5.2 Distribution of Recorded Documents. Distribute each recorded document to the Party or person designated for such distribution in Section 3.7.

Section 3.5.3 PCO Statement. File the PCO Statement with the Office of the Recorder of the County.

Section 3.5.4 FIRPTA Affidavit. File the FIRPTA Affidavit with the United States Internal Revenue Service.

Section 3.5.5 Title Policy. Obtain and deliver the Title Policy to the Developer.

Section 3.5.6 Original Notes. Deliver the original Land Note and Project Note to the City.

Section 3.5.7 Funds. Deliver all funds held by the Escrow Holder for the account of City to City, less any charges to the account of City pursuant to the terms of this Agreement, and deliver the sum of ONE MILLION Dollars (\$1,000,000), which is the Project Loan to be used to finance costs of the improvements for the Project, and all other remaining funds held by the Escrow Holder for the account of Developer to Developer and less any other charges to the account of Developer pursuant to the terms of this Agreement.

Section 3.6 Close of Escrow. The Close of Escrow shall occur on or before the Escrow Closing Date. The City and the Developer may mutually agree to change the Escrow Closing Date by joint written instruction to the Escrow Holder. The City Manager is authorized to agree to one or more extensions of the Escrow Closing Date on behalf of the City up to a maximum time period extension of six (6) months in the aggregate, in the City Manager's sole and absolute discretion. If for any reason the Close of Escrow has not occurred by the Escrow Closing Date, then any Party not then in default of this Agreement may cancel the Escrow and terminate this Agreement, subject to the notice and cure provisions of Section 7.1 (to the extent applicable), without liability to any other Party or any other person for such termination and cancellation, by delivering written notice of termination to the other Party(ies) and Escrow Holder and, thereafter, the Parties shall proceed pursuant to Section 3.10 if the non-terminating Party is not in default or pursuant to Section 7.1 or 7.2 (as applicable) if the non-terminating Party is in default. Without limiting the right of any Party to terminate this Agreement, pursuant to the preceding sentence, if Escrow does not close on or before the Escrow Closing Date, and no Party has exercised its contractual right to cancel

Escrow and terminate this Agreement before such time, then Escrow shall close as soon as reasonably possible following the first date on which Escrow Holder is in a position to close the Escrow pursuant to the terms and conditions of this Agreement.

Section 3.7 Recordation and Distribution of Documents. As applicable, Escrow Holder shall cause the following documents to be recorded in the official records of the Recorder of the County in the following order of priority at the Close of Escrow: (a) the Grant Deed; (b) the regulatory agreement required by the issuer of TEBs for the Project; (c) the Regulatory Agreement; (d) the Notice of Agreement; (e) Permitted Security Instrument(s) securing the Construction Financing; (f) the Deed of Trust; (g) the land use restriction agreement required by the Lender(s) of the Subordinate Loan(s); (h) the deed(s) of trust securing the Subordinate Loan(s); (i) the Subordination Agreements described in Sections 3.3.14 and 3.4.6; and (j) any other documents to be recorded through the Escrow upon the joint instructions of the City and the Developer. The Escrow Holder shall deliver conformed copies of all documents filed for recording in the official records of the County through the Escrow to the City, the Developer and any other entity or person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each copy of a document filed for recording shall show all recording information. The Parties intend and agree that this Section 3.7 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of Senior interests prior in time to junior interests, as provided in this Section 3.7.

Section 3.8 Escrow Closing Costs, Taxes and Title Policy Premium. The City and the Developer shall each pay one-half (1/2) of the Escrow fees and such other costs as Escrow Holder may charge for the conduct of the Escrow. Escrow Holder shall notify the Developer and the City of the costs to be borne by each of them at the Close of Escrow by delivering the Escrow Holder's estimated closing/settlement statement to both the City and the Developer at least four (4) business days prior to the Escrow Closing Date. The City shall pay the premium charged by the Title Company for the standard Title Policy for the Property, exclusive of any endorsements or other supplements to the coverage of such Title Policy that may be requested by the Developer, as well as documentary transfer taxes and any and all other charges, fees and taxes levied by a Governmental Agency relative to the conveyance of any portion of the Property through the Escrow transaction contemplated in this Agreement. The Developer shall pay any and all recording fees relative to the conveyance of any portion of the Property through the Escrow transaction contemplated in this Agreement.

Section 3.9 Escrow Cancellation Charges. If the Escrow fails to close due to either the City's material default under this Agreement and the Escrow is cancelled and this Agreement is terminated, the City shall pay all ordinary and reasonable Escrow and title order cancellation charges. If the Escrow fails to close due to the Developer's material default under this Agreement and the Escrow is cancelled and this Agreement is terminated, the Developer shall pay all ordinary and reasonable Escrow and title order cancellation charges. If the Escrow fails to close for any reason other than the material default of either the Developer or the City and the Escrow is cancelled and this Agreement is terminated, the Developer and the City shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges.

Section 3.10 Escrow Cancellation. If this Agreement is terminated and the Escrow cancelled pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement and cancel the Escrow, other than due to the material default of another Party, the Parties shall do each of the following:

Section 3.10.1 Cancellation Instructions. The Parties shall, within three (3) business days of receipt of Escrow Holder's written request, execute any reasonable Escrow cancellation instructions requested by Escrow Holder;

Section 3.10.2 Return of Funds and Documents. Within ten (10) days of receipt by the Parties of a settlement statement of Escrow and title order cancellation charges from Escrow Holder: (a) the Developer or Escrow Holder shall return to the City any documents previously delivered by the City to the Developer or Escrow Holder, (b) the City or Escrow Holder shall return to the Developer all documents previously delivered by the Developer to the City or Escrow Holder; (c) Escrow Holder shall return to the Developer any funds deposited by Developer into Escrow, less the Developer's share of customary and reasonable Escrow and title order cancellation charges, if any; and (d) Escrow Holder shall return to the City any funds deposited by City into Escrow if it has already been deposited, less the City's share of customary and reasonable Escrow and title order cancellation charges, if any.

Section 3.11 Report to IRS. Following the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service, if such report is required pursuant to Section 6045(e) of the Internal Revenue Code, Escrow Holder shall report the gross proceeds of the purchase and sale of the Property to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Section 6045(e). Upon the filing of such reporting form with the Internal Revenue Service, Escrow Holder shall deliver a copy of the filed form to the City and the Developer.

ARTICLE IV.

PROJECT DEVELOPMENT

Section 4.1 Developer Covenant to Undertake Project. The Developer covenants, for itself, its successors and assigns, to and for the benefit of the City, that the Developer shall commence and complete the development of the Project on the Property within the time period for such actions set forth in the Schedule of Performance and no later than the Project Completion Date, subject to Unavoidable Delay. The Developer covenants and agrees for itself, its successors, and assigns, that the Property shall be improved and developed with the Project in substantial conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, the Entitlements, and any and all plans, specifications and similar development documents required by this Agreement, except as approved in Section 4.2 below. The covenants of this Section 4.1 shall run with the land of the Property until the date of recordation of the Certificate of Completion.

Section 4.2 Changes to Plans and Specifications During Course of Construction. Upon the written application of Developer, minor modifications and changes to the Plans and Specifications as approved in the Entitlements, including modifications to the building design or

footprint affecting setbacks, parking layout and design, and landscape design, may be approved by the Director of Community Development pursuant to paragraph (J) of Section 19.128.100 of the Buena Park Municipal Code.

Section 4.3 Construction Start and Completion of Project. The Developer shall commence construction of the Project no later than the Project Commencement Date and, thereafter, shall diligently proceed to complete the construction of the Project in a good and workmanlike manner in substantial conformity with the approved plans, specifications, conditions, and Schedule of Performance for the Project approved by the City in this Agreement and the Entitlements, subject to Unavoidable Delays. The Developer shall obtain a Certificate of Completion on or before the Project Completion Date, subject to Unavoidable Delays. The Developer will, promptly upon Completion of Construction of the Project, cause the Project to be inspected by each Governmental Agency with jurisdiction over the Project, shall correct any defects and deficiencies that may be disclosed by any such inspection and shall cause to be duly issued all occupancy certificates and other licenses, permits and authorizations necessary for the operation and occupancy of the completed Project. The Developer shall do and perform all of the foregoing acts and things and cause to be issued and executed all such occupancy certificates, licenses, and authorizations for the Project on or before the date set forth therefor in the Schedule of Performance as the completion date for the Project. After commencement of the work of improvement of the Project, the Developer shall not permit the work of improvement of the Project to cease or be suspended for a time period in excess of thirty (30) consecutive calendar days, subject to Unavoidable Delays, and shall timely apply for and cause any inspections of the Project during construction to be performed by applicable Government Agencies at such intervals as may be required to comply with the Schedule of Performance.

Section 4.4 Compliance with Laws. All work performed in connection with the development of the Project shall comply with all Governmental Requirements.

Section 4.5 Schedule of Performance. The Schedule of Performance establishes various dates and times for the accomplishment of various tasks assigned to the City and the Developer and the satisfaction of the conditions precedent to the close of the Escrow. The Parties agree that time is of the essence in the performance of such tasks and the satisfaction of conditions precedent, in view of the large investment of resources that all Parties recognize will be required for the undertaking of the Project. If the date or time for the performance of a task or the satisfaction of a condition, as set forth in either the text of this Agreement or in the Schedule of Performance, may not be achieved, then prior to such date or time set forth in the text of this Agreement or the Schedule of Performance, the Parties shall consider whether a modification to the text of this Agreement or to the Schedule of Performance is indicated. Any decision to approve a modification to a time or date established in either the text of this Agreement or the Schedule of Performance shall be subject to the sole discretion of each Party. Any modification of a time or date for performance of a particular task or satisfaction of a particular condition may be approved by the City Manager, in his or her sole discretion, provided that no modification (or series of modifications) approved by the City Manager may extend the Project Completion Date by more than one hundred eighty (180) days. A modification of a time or date for performance of a task or satisfaction of a condition (or a series of such modifications) that results in a change of the Project Completion Date by more than one hundred eighty (180) days shall be subject to the approval of the City Council, in its sole and absolute discretion. Notwithstanding the foregoing, if performance

of a task or satisfaction of a condition in the Schedule Performance is prevented or delayed by Unavoidable Delays, the deadline for completion of such task or satisfaction of such condition shall be extended by the period of such Unavoidable Delays.

Section 4.6 Developer Attendance at City Meetings. The Developer agrees to have one or more of its employees or consultants who are knowledgeable regarding this Agreement and the development of the Project, such that such person(s) can meaningfully respond to City questions regarding the progress of the Project, attend City Council meetings, when requested to do so on not less than ten (10) days prior written notice by City staff.

Section 4.7 City's Right to Inspect Project and Property. Officers, employees, agents and representatives of the City shall have the right of reasonable access to the Property, without the payment of charges or fees, during normal construction hours, during the period of construction of the Project. Such officers, employees, agents, consultants, or representatives of the City shall be those persons who are designated by the City Manager from time to time. Any and all officers, employees, agents or representatives of the City shall, upon their entrance on to the Property, identify themselves at the construction management office, and shall at all times be accompanied by a representative of the Developer, while on the Property. The Developer shall make a representative of the Developer available for this purpose at all times during normal construction hours, upon reasonable notice from the City. The City shall indemnify and hold the Developer harmless from injury, property damage or liability arising out of the exercise by the City of the right of access to the Property provided in this Section 4.7, other than injury, property damage or liability arising from the negligence or willful misconduct of the Developer or its officers, agents or employees. Unless access is denied by Developer, the City shall inspect relevant portions of the Property, prior to issuing any written statements reflecting adversely on the Developer's compliance with the terms and conditions of this Agreement pertaining to development of the Project. If in the City's reasonable judgment it is necessary, the City shall have the further right, from time to time, to retain a consultant or consultants of Developer's cost to inspect the Project and verify compliance by the Developer with the provisions of this Agreement. The Developer acknowledges and agrees that any such inspections are for the sole purpose of protecting the City's rights under this Agreement, are made solely for the City's benefit, that the inspections may be superficial and general in nature, and are for the purposes of informing the City of the progress of the Project and the conformity of the Project with the terms and conditions of this Agreement, and that the Developer shall not be entitled to rely on any such inspection(s) as constituting an approval, satisfaction or acceptance of any materials, workmanship, conformity of the Project with this Agreement or otherwise. The Developer agrees to make its own regular inspections of the work of construction of the Project to determine that the quality of the Project and all other requirements of the work of construction of the Project are being performed in a manner satisfactory to the Developer. The Developer also agrees to immediately notify the City in writing should the Developer's inspections show any matters that will prevent the entire Project from being completed by the Project Completion Date set forth therefore in the Schedule of Performance. Without limiting the foregoing, the Developer shall permit the City upon reasonable notice to examine and copy all books and account records and other papers relating to the Property and the construction of the Project. The Developer will use commercially reasonable efforts to cause all contractors, subcontractors and materialmen to cooperate with the City to enable such examination.

Section 4.8 Cost of Construction. The cost and expense of undertaking and completing the Project, including, without limitation, constructing all legally imposed on- and off-site improvements, and providing all utilities therefor, shall be borne by Developer at its sole cost, expense and liability except as otherwise provided in this Agreement. Developer shall be solely responsible for payment of all City land use, construction, inspection, plan check and development impact fees imposed by the City with respect to the development of the Project. Developer shall bear all costs and expenses associated with the processing and obtaining of the entitlements and shall bear all costs and expenses (except to the extent expressly set forth otherwise in this Agreement), associated with any and all terms, conditions, requirements, mitigation measures and other exactions imposed on, or required in connection with, the entitlements.

Section 4.9 Prevailing Wages.

Section 4.9.1 Work performed by Developer or its contractor(s) may be a “public work” for prevailing wage purposes. The Developer acknowledges that the City has not made any representation, express or implied, to the Developer or any person associated with the Developer regarding whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Sections 1720, et seq. Developer is solely responsible for ensuring prevailing wages are paid when required. The Developer agrees with the City that the Developer shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification.

Section 4.9.2 The Developer, on behalf of itself, its successors, and assigns, waives and releases the City from any right of action that may be available to it pursuant to Labor Code Sections 1726 and 1781. The Developer acknowledges the protections of Civil Code Section 1542 relative to the waiver and release contained in this Section 4.9, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BY INITIALING BELOW, THE DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 4.9.2.

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Developer's Initials

Section 4.9.3 Additionally, in accordance with Section 7.5, the Developer shall indemnify, defend with counsel acceptable to the City and hold the City harmless against any claims pursuant to Labor Code Sections 1726 and 1781 arising from this Agreement or the construction or operation of the Project.

Section 4.10 Certificate of Completion.

Section 4.10.1 Following the substantial Completion of Construction of the Project, and upon written request from the Developer for issuance of a Certificate of Completion for the Project, the City shall inspect the Project to determine whether or not the Project has been substantially completed in compliance with this Agreement and the Entitlements. If the City determines that the Project is complete and in compliance herewith, the City Manager shall furnish the Developer with a Certificate of Completion for the Project. If the City determines that the Project is not in compliance with this Agreement and the Entitlements, the City Manager shall send written notice of each non-conformity to the Developer. Upon issuance of the final certificate of occupancy for the development of the Project, based on the plans approved by the City in the Entitlements, the City shall furnish the Developer with a Certificate of Completion for the Project.

Section 4.10.2 The Certificate of Completion, upon issuance, shall be evidence of the City's conclusive determination of satisfactory substantial completion of the entirety of the Project pursuant to the terms of this Agreement and the Entitlements.

Section 4.10.3 The City shall not unreasonably withhold the issuance of a Certificate of Completion. After the recordation of a Certificate of Completion for the Project, any person then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Property improved with the Project shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement regarding construction or installation of the Project except that such person shall be bound by any reservations, covenants, conditions, restrictions and other interests recorded against the Property pursuant to this Agreement and the Grant Deed.

Section 4.10.4 If the City fails or refuses to issue a Certificate of Completion following written request from the Developer, the City shall, within fifteen (15) calendar days of the Developer's written request or within three (3) calendar days after the next regular meeting of the City Council, whichever date occurs later, provide the Developer with a written statement setting forth the reasons for the City's failure or refusal to issue a Certificate of Completion. The statement shall also contain the City's opinion of the action(s) the Developer must take to obtain a Certificate of Completion from the City. If the reason for the Developer's failure to complete the Project is confined to the immediate unavailability of specific items or materials for construction or landscaping at a price reasonably acceptable to the Developer or other minor building "punch-list" items, the City may issue its Certificate of Completion upon the posting of a bond or irrevocable standby letter of credit by the Developer in a form reasonably acceptable to the City in an amount representing the fair value of the work on the Project remaining to be completed, as reasonably determined by the City. If the City fails to provide such written statement, within the specified time period, the Developer shall be deemed conclusively and without further action of the City to have satisfied the requirements of this Agreement with respect to the Project, as if a Certificate of Completion had been issued by the City pursuant to this Agreement.

Section 4.10.5 A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the Project, or any parts thereof. A

Certificate of Completion shall not be deemed to constitute a notice of completion under Section 8182 of the California Civil Code, nor shall it act to terminate the continuing covenants, restrictions or conditions contained in the Grant Deed or any other instruments recorded against the Property pursuant to this Agreement. A Certificate of Completion is not evidence of the compliance of the Project with any City Requirements or any building code, conditions of approval, land use, zoning or other requirements of the City or any Governmental Agency with jurisdiction over the Property, other than the City.

ARTICLE V.

DEVELOPER COVENANTS

Section 5.1 Obligation to Refrain from Discrimination. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. With respect to familial status, this Section 5.1 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this Section 5.1 shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Section 4760 and 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to this Section 5.1. The covenant of this Section 5.1 shall run with the land of the Property and shall be enforceable against the Developer and its successors and assigns in perpetuity and be a covenant in the Grant Deed and the Notice of Agreement.

Section 5.2 Form of Non-Discrimination and Non-Segregation Clauses. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

Section 5.2.1 The Developer, such successors and such assigns shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Property (or any portion thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. With respect to familial status, this Section 5.2.1 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this Section 5.2.1 shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Section 4760 and 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to this Section 5.2.1.

Section 5.2.2 All deeds, leases or contracts pertaining to the Property shall contain or be subject to substantially the following non-discrimination or non-segregation covenants:

5.2.2.1 In deeds: “The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Sections 4760 and 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to foregoing paragraph.”

5.2.2.2 In leases: “The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants lessees, sub-lessee, sub-tenants, or vendees in the premises herein leased.

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Sections 4760 and 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph”

5.2.2.3 In contracts: “There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed or leased, nor shall the transferee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub-lessees, sub-tenants, or vendees of the premises herein transferred.” The foregoing provision shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

“Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Sections 4760 and 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.”

Section 5.2.3 The covenant of this Section 5.2 shall run with the land of the Property in perpetuity, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

Section 5.3 Environmental Indemnity of the City by the Developer. The Developer agrees, at its sole cost and expense, to fully indemnify, protect, hold harmless, and defend (with counsel selected by the Developer and approved by the City) the City and its commissions, agents, attorneys, officers, employees, and authorized representatives (collectively, the “**Indemnified Parties**”), from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including, without limitation, attorney fees, disbursements and costs of attorneys, environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever (collectively, “**Environmental Claims**”) that may, at any time, be imposed upon, incurred or suffered by, or claimed, asserted or awarded against, the Indemnified Parties, directly or indirectly relating to or arising from any of the following “**Environmental Matters**” existing or occurring during or arising from the Developer’s ownership of the Property or construction or operation of the Project:

Section 5.3.1 The presence of Hazardous Substances on, in, under, from or affecting all or any portion of the Property or the Project.

Section 5.3.2 The storage, holding, handling, release, threatened release, discharge, generation, leak, abatement, removal or transportation of any Hazardous Substances on, in, under, from or affecting the Property or the Project.

Section 5.3.3 The violation of any law, rule, regulation, judgment, order, permit, license, agreement, covenant, restriction, requirement or the like by the Developer, its agents or contractors, relating to or governing in any way Hazardous Substances on, in, under, from or affecting the Property or the Project.

Section 5.3.4 The failure of the Developer, its agents or contractors, to properly complete, obtain, submit and/or file any and all notices, permits, licenses, authorizations, covenants and the like in connection with the Developer’s activities on the Property or regarding the Project.

Section 5.3.5 The implementation and enforcement by the Developer, its agents or contractors of any monitoring, notification or other precautionary measures that may, at any time, become necessary to protect against the release, potential release or discharge of Hazardous Substances on, in, under, from or affecting the Property or the Project.

Section 5.3.6 The failure of the Developer, its agents or contractors, in compliance with all applicable Environmental Laws, to lawfully remove, contain, transport or dispose of any Hazardous Substances existing, stored or generated on, in, under or from the Property or the Project.

Section 5.3.7 Any investigation, inquiry, order, hearing, action or other proceeding by or before any Governmental Agency in connection with any Hazardous Substances on, in, under, from or affecting the Property or the Project or the violation of any Environmental Law relating to the Property or the Project.

Section 5.3.8 The Developer shall pay to the Indemnified Parties all costs and expenses including, without limitation, reasonable attorneys' fees and costs, incurred by the Indemnified Parties in connection with enforcement of the aforementioned environmental indemnity.

Section 5.4 Insurance. In order to protect the City and its commissions, agents, attorneys, officers, employees and authorized representatives (collectively, "Additional Insureds") against any and all claims and liability for death, injury, loss and damage resulting from the Developer's actions in connection with this Agreement, the Property, and the Project, the Developer shall secure and maintain the insurance coverage, described in and required by this Section 5.4. The City shall not have any obligation under this Agreement until the Developer provides the required policies and/or certificates evidencing the insurance required by this Section 5.4 to the City and the City approves such evidence of insurance. The Developer shall pay any deductibles and self-insured retentions under all insurance policies issued in satisfaction of the terms of this Agreement. Developer shall retain all insurance policies as set forth in this Section 5.4 until recordation of the Certificate of Completion.

Section 5.4.1 Workers' Compensation Insurance Requirement. The Developer shall submit written proof that the Developer is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code. By executing this Agreement, the Developer makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Agreement."

The Developer shall require each contractor and sub-contractor performing work on the Project to provide workers' compensation coverage for all of such contractor's or sub-contractor's employees, unless the contractor's or sub-contractor's employees are covered by workers' compensation insurance provided by the Developer. If any class of employees engaged in work or services performed in connection with the Project is not covered by Labor Code Section 3700, the Developer shall provide and/or require each contractor or sub-contractor to provide adequate workers' compensation insurance covering such employees. Each workers' compensation policy

procured pursuant to this Section 5.4.1 shall contain a full waiver of subrogation clause in favor of the Additional Insureds.

Section 5.4.2 Liability and Permanent Insurance Requirements.

5.4.2.1 The Developer shall maintain in full force and effect, from the Effective Date until the issuance of the Certificate of Completion, subject to Section 5.4.2.4, the following insurance coverage:

5.4.2.1.1 Commercial General Liability Insurance coverage, including, but not limited to, Premises-Operations, Contractual Liability Insurance (specifically covering all indemnity obligations of the Developer pursuant to this Agreement), Products-Completed Operations Hazards, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the construction of the Project and/or the Developer's operations concerning the Property or the Project. The commercial general liability insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.

5.4.2.1.2 Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used by the Developer with minimum limits for Bodily Injury and Property Damage of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

5.4.2.1.3 If the Developer hires a consultant to provide design services, such as architectural or engineering services in connection with the Project, or any portion of the Project, the Developer shall require each such consultant to provide Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of such design services, with limits of not less than ONE MILLION DOLLARS (\$1,000,000).

5.4.2.1.4 Upon acceptance of the Project or any portion thereof, from each contractor, the Developer shall maintain Fire and Extended Coverage Insurance, excluding earthquake coverage, on the Project on a blanket basis or with an agreed amount clause in amounts not less than 100% of the replacement value of all portions of the Project so accepted.

5.4.2.2 During the construction of the Project, the Developer shall require that each contractor performing work on the Project maintain the following insurance coverage, as specified below, at all times during the performance of said work, or the Developer shall provide for such contractors "wrap" coverage, as specified below, at all times during the performance of said work:

5.4.2.2.1 The Developer shall maintain Builder's Risk Insurance to be written on an All Risk Completed Value form, in an aggregate amount equal to 100% of the completed insurable value of the Project or portion of the Project on which such contractor is performing work.

5.4.2.2.2 Each general contractor and each sub-contractor shall maintain Commercial General Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate to protect the Developer during the construction of the Project from claims involving bodily injury and/or death and damage to the property of others.

5.4.2.2.3 Each general contractor and each sub-contractor shall maintain Automobile Liability Insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used in the performance of the contractor's obligations with minimum limits for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. Such automobile liability insurance shall be provided by a business or commercial vehicle policy.

5.4.2.3 The insurance required in Section 5.4.2.1 and Section 5.4.2.2 above shall include endorsements naming the Additional Insureds as additional insured for liability arising out of this Agreement and any operation related to this Agreement.

5.4.2.4 Any insurance coverage required under this Agreement shall not be written on a "claims made" basis. The applicable certificate of insurance must clearly provide that the coverage is on an "occurrence" basis. The requirements of this Section 5.4.2.4 shall survive any expiration or termination of this Agreement and the recordation of the Grant Deed and any Certificate of Completion.

5.4.2.5 Receipt by the City of evidence of insurance that does not comply with the above requirements shall not constitute a waiver of the insurance requirements of this Agreement.

5.4.2.6 Subject to Section 5.4.2.4, all of the insurance coverage required under this Section 5.4 shall be maintained by the Developer or its contractors, as required by the terms of this Agreement, until the issuance of the Certificate of Completion and shall not be reduced, modified, or canceled without, at least, thirty (30) days prior written notice to the City. Also, phrases such as "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of any certificates of insurance or any coverage for the Additional Insureds. The Developer shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits are exhausted or upon insolvency of the insurer that issued the policy.

5.4.2.7 All insurance to be obtained and maintained by the Developer under this Section 5.4 shall be issued by a company or companies listed in the then current "Best's Key Rating Guide" publication with a minimum of an "A:VII" rating and be admitted to conduct business in the State of California by the State of California Department of Insurance.

5.4.2.8 The City will not accept self-insurance in satisfaction of the insurance requirements of this Section 5.4.

5.4.2.9 All insurance obtained and maintained by the Developer in satisfaction of the requirements of this Agreement shall be primary to and not contributing to any insurance maintained by the Additional Insureds.

5.4.2.10 Insurance coverage in the minimum amounts set forth in this Section 5.4 shall not be construed to relieve the Developer of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the Additional Insureds from taking such other actions as are available to them under any other provision of this Agreement or otherwise at law.

Section 5.4.3 Failure by the Developer to maintain all insurance coverage required by this Section 5.4 in effect shall be an Event of Default by the Developer. The City, at its sole option, may exercise any remedy available to them in connection with such an Event of Default. Alternatively, the City may, at its sole option, purchase any such required insurance coverage and the City shall be entitled to immediate payment from the Developer for any premiums and associated costs paid by the City for such insurance coverage. Any election by the City to purchase or not to purchase insurance otherwise required to be carried by the Developer shall not relieve the Developer of its obligation to obtain and maintain the insurance coverage required by this Agreement

Section 5.5 Developer Covenant to Defend this Agreement. The Developer acknowledges that the City is a “public entity” and/or “public agency” as defined under applicable California law. Therefore, the City must satisfy the requirements of certain California statutes relating to the actions of public entities and public agencies including, without limitation, CEQA. Also, as a public body, the City’s action in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. The Developer assumes the risk of delays and damages that may result to the Developer from any third-party legal actions related to the City’s approval of this Agreement or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by the City is determined to have occurred. If a third-party files a legal action regarding the City’s approval of this Agreement or the pursuit of the activities contemplated by this Agreement, either the City may terminate this Agreement on thirty (30) days written notice to the Developer of the City’s intent to terminate this Agreement, referencing this Section 5.5, without any further obligation to perform the terms of this Agreement and without any liability to the Developer resulting from such termination, unless the Developer unconditionally agrees to indemnify and defend the City, with legal counsel of the City’s choice, against such third-party legal action, as provided in the next sentence. Within thirty (30) days of receipt of the City’s notice of intent to terminate this Agreement, as provided in the preceding sentence, the Developer may offer to defend the City, with legal counsel of the City’s choice, in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such offer from the Developer must be in writing and reasonably acceptable to the City in both form and substance. Nothing contained in this Section 5.5 shall be deemed or construed to be an express or implied admission that the City is liable to the Developer or any other person or entity for damages alleged from any alleged or established failure of the City to comply with any statute, including, without limitation, CEQA. The Developer’s defense of such third-party actions as described in this Section 5.5 shall constitute an Unavoidable Delay.

ARTICLE VI.

PROJECT FINANCING

Section 6.1 Project Financing. Developer shall finance the development of the Project in accordance with the Project Budget. Further, City and Developer agree that the financing of the Project shall comply with all of the following:

Section 6.1.1 TEBs and Tax Credit Financing. To provide funds for the development and construction of the Project, Developer shall in good faith apply for and obtain an allocation of TEBs and an allocation of the Tax Credits to finance a portion of the Project Costs. Developer shall use commercially reasonable efforts to submit applications for an allocation of TEBs and a reservation of the Tax Credits by the deadline for the CDLAC and TCAC allocation and reservation meetings first occurring after receipt of all Entitlements. If Developer does not receive the allocation of TEBs and Tax Credits as a result of such application, the Developer agrees to use commercially reasonable efforts to submit applications for an allocation of TEBs and a reservation of the Tax Credits in the remaining cycles of CDLAC's and TCAC's allocation and reservation meetings for 2022 and the cycles of CDLAC's and TCAC's allocation and reservation meetings for 2023, and, subject to extensions approved pursuant to Section 4.5, the cycles of CDLAC's and TCAC's allocation and reservation meetings for 2024. Developer shall proceed with obtaining Construction Financing from an Institutional Lender for the amount needed to finance the Project consistent with the provisions in Section 6.1.2. If such Construction Financing cannot be obtained to Developer's satisfaction after reasonable diligence, the Parties agree to meet and confer in good faith for a period of ninety (90) days to determine if a feasible and mutually acceptable alternate arrangement can be made to finance development and construction of the Project. If no agreement is reached by the Parties within such ninety (90) day period regarding the alternative courses of action described in the preceding sentence, this Agreement may be terminated upon fifteen (15) days' notice to the other Parties. Any agreement that is reached between the Parties on an alternative financing plan for the Project shall be memorialized in an implementation agreement to this Agreement. If Developer fails to make the required applications to CDLAC and TCAC, then the City or the Developer may terminate this Agreement upon fifteen (15) days' notice to the other Parties. Failure of Developer to obtain TEBs or Tax Credits shall not constitute an Event of Default under the terms of this Agreement, unless due to the intentional misconduct of Developer.

Section 6.1.2 Construction Financing. Prior to the Close of Escrow, Developer shall provide for the City's review and approval, which may be withheld or conditioned in City's reasonable discretion and which shall not be unreasonably delayed, the terms of the Construction Financing, and shall provide the City the opportunity to review such terms with the Institutional Lender providing such Construction Financing.

Section 6.1.3 Permanent Loan. Prior to the Close of Escrow, Developer shall obtain for the City's review and approval, which may be withheld or conditioned in City's reasonable discretion and which shall not be unreasonably delayed, a conditional forward loan commitment for each Permanent Loan.

Section 6.2 Project Budget. While the Project Budget has been prepared based on the best, good faith estimate of Developer of the costs which are likely to be incurred for the Project, the Parties recognize that events and circumstances not currently contemplated, some of which are outside of the control of the Parties, could result in changes in the Project Costs, necessitating changes in the Project Budget. To the extent that Developer is required to make changes to the Project Budget, Developer shall immediately submit a revised Project Budget to the City Manager for review and approval, which review and approval shall not be unreasonably withheld, conditioned or delayed, as to the consistency of the financing secured with Developer's obligations under this Agreement, and the sufficiency of the financing secured by Developer to meet the revised Project Costs.

Section 6.3 Only Permitted Exceptions. Developer shall not record and shall not allow to be recorded against the Property any Security Instrument, lien or other encumbrance that is not a Permitted Exception. Developer shall remove or cause to be removed (or providing title insurance in form and substance reasonably acceptable to the City and issued by a title insurance company reasonably acceptable to the City, insuring the priority of this Agreement and the Deed of Trust securing the Land Loan and Project Loan as superior to such lien, with such title insurance being in the minimum amount of the outstanding principal and interest under the Land Loan and the Project Loan plus 125% of the amount of the lien claim or providing a statutory bond resulting in removal of such lien) any non-Permitted Exception made or recorded against the Property or shall assure the complete satisfaction of any such non-Permitted Exception to the satisfaction of the City, in the City's sole and absolute discretion. The covenants of Developer set forth in this Section regarding the placement of encumbrances on the Property shall run with the land of the Property and bind successive owners of the Property, until recordation (or deemed issuance) of the Certificate of Completion for the Project.

Section 6.4 City Right to Discharge Prohibited Encumbrances. After sixty (60) calendar days' Notice to Developer of a non-Permitted Exception and provided that Developer has not caused such non-Permitted Exception to be removed pursuant to Section 6.3, the City shall have the right, but not the obligation, to satisfy or remove any non-Permitted Exception against the Property or the Project and receive reimbursement from Developer for any amounts paid or incurred in satisfying or removing any such non-Permitted Exception, upon demand. Any amount expended by the City to discharge a non-Permitted Exception that is not reimbursed to the City by Developer within thirty (30) calendar days following written demand for payment from the City shall accrue interest at an annual rate equal to the lesser of eight percent (8%) per annum or the maximum highest rate of interest allowed by law under the circumstances, until paid in full. Nothing in this Section 6.4, though, shall require Developer to pay or make provisions for the payment of any tax, assessment, lien or charge that Developer is in the process of contesting the validity or amount thereof, in good faith, and so long as such contest shall not subject all or any portion of the Property to forfeiture or sale.

Section 6.5 Rights of Lender and City Regarding Permitted Security Instruments.

Section 6.5.1 Notice of Liens. The Developer shall promptly notify the City of any Security Instrument or lien asserted against or attached to all or any portion of the Project or the Property, other than as listed in Section 3.7, prior to the date of issuance of a Certificate of Completion for the Project, whether by voluntary act of Developer or otherwise.

Section 6.5.2 Notice of Default to Lenders. Whenever the City delivers any notice of default to Developer under this Agreement, the City shall send a copy of such notice of default to each Lender holding a Permitted Security Instrument of which the City has received notice and a contact address for transmittal of such notices. Each Lender receiving a copy of any such notice of default shall have the right, at its option, to commence the cure or remedy of any default of Developer set forth in such notice and to diligently and continuously proceed with such cure or remedy such default within the cure period allowed to Developer under this Agreement, and to thereafter proceed with completion of the Project in accordance with the Schedule of Performance. The City shall accept such performance by a Lender with the same force and effect as if furnished by Developer. If such default can only be remedied or cured by the Lender upon obtaining possession of the Property, the City shall allow the Lender a reasonable opportunity to obtain possession with diligence and exigency through exercise of remedies under such Lender's Permitted Security Instrument and to remedy or cure such default within ninety (90) days after obtaining possession of the Property. If the default reasonably requires more than ninety (90) days to cure, however, then the time available to a Lender to cure pursuant to this Section 6.5 shall be the reasonable time required to complete such cure, as long as the Lender has commenced the cure of the default within sixty (60) days after obtaining possession of the Property period and diligently pursues the cure to completion. During such extension of time, the City shall not terminate this Agreement or exercise other remedies under this Agreement by reason of such default. In addition, any Lender properly completing the Project with the consent of the City shall be entitled, upon written request made to the City, to a Certificate of Completion from the City. Any Lender desiring to complete the Project must provide the City with evidence reasonably satisfactory to the City that the Lender has the qualifications (or will engage one or more licensed contractor(s) or consultant(s) with such qualifications) and financial capability necessary to perform such obligations.

Section 6.5.3 No Termination of Permitted Security Instruments by Default. An Event of Default by Developer under this Agreement shall not defeat or render invalid the lien of any Permitted Security Instrument made in good faith and for value as to all or any part of the Property, whether or not the Lender is subordinated to this Agreement; but unless otherwise provided in this Agreement, this Agreement shall be binding and effective against any owner of the Property, including those whose title thereto is acquired pursuant to exercise of remedies under a Permitted Security Instrument or from a person or entity exercising any such remedies.

Section 6.5.4 Lender Rights on Termination or Modification. No termination of this Agreement shall be binding upon a Lender unless the termination occurs after notice to such Lender and such Lender's failure to cure all then existing defaults under this Agreement pursuant to this Section 6.5, or with such Lender's prior written consent. No modification of this Agreement that materially affects the rights of a Lender shall be binding upon the Lender without its prior written consent.

Section 6.5.5 No Construction Obligation of Lender. A Lender shall in no way be obligated by the provisions of this Agreement to construct or complete the development of the Project or to guarantee such construction or completion, but may do so pursuant to and in accordance with this Section 6.5. Nothing in this Agreement shall be deemed to construe, permit, or authorize any Lender to devote all or any portion of the Property to any uses, or to construct

any improvements thereon, other than those uses or the Project provided for or authorized by this Agreement.

Section 6.5.6 City Right to Cure Obligations. In the event of a default by Developer under any Permitted Security Instrument, where the Lender has not exercised its option to complete the Project under Section 6.5.2, the City may cure the default of Developer under the applicable Permitted Security Instrument, but is under no obligation to do so, prior to completion of any sale or foreclosure of all or any portion of the Property under the applicable Permitted Security Instrument. The City shall be entitled to reimbursement from Developer of all costs and reasonable expenses incurred by the City in curing any default of Developer under any Permitted Security Instrument, under demand. Any amount expended by the City to cure a default of Developer under any Permitted Security Instrument that is not reimbursed to the City, by Developer within thirty (30) calendar days after notice of such amount to Developer, shall accrue interest at an annual rate equal to the lesser of eight percent (8%) per annum or the maximum highest rate of interest allowed by law under the circumstances until paid in full. City's rights to cure under this Section shall remain in effect until Developer has repaid the Land Note and the Project Note in full.

Section 6.5.7 Foreclosure of Permitted Security Instrument. Foreclosure of any Permitted Security Instrument, whether by judicial proceedings or by power of sale, or any conveyance by deed in lieu of foreclosure, shall not require the consent of the City or constitute a default under this Agreement.

ARTICLE VII.

DEFAULTS, REMEDIES AND TERMINATION

Section 7.1 Defaults - General.

Section 7.1.1 Subject to any extensions of time provided for in this Agreement, failure or delay by any Party to perform any term or provision of this Agreement shall constitute an "Event of Default" under this Agreement; provided, however, that if a Party otherwise in default commences to cure, correct or remedy such default, within thirty (30) calendar days after receipt of written notice from the injured Party specifying such default, and shall diligently and continuously prosecute without interruption such cure, correction or remedy to completion (and where any time limits for the completion of such cure, correction or remedy are specifically set forth in this Agreement, then within said time limits), such Party shall not be deemed to be in default under this Agreement and no Event of Default shall be deemed to have occurred.

Section 7.1.2 The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the non-defaulting Party. Failure or delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

Section 7.1.3 Any failure or delays by any Party in asserting any of their rights and/or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any Party in asserting any of its rights and/or remedies shall not deprive

that Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 7.1.4 In addition to other acts or omissions of the Developer that may legally or equitably constitute a default or breach of this Agreement, the occurrence of any of the following specific events, prior to the issuance of a Certificate of Completion for the Project, shall constitute an “Event of Default” under this Agreement and shall not be subject to the notice and cure provisions of Section 7.1.1:

7.1.4.1 Any material default by the Developer under any Security Financing Instrument for any purpose or reason that remains uncured following any applicable notice and expiration of any applicable cure period under such Security Financing Instrument.

7.1.4.2 Any representation, warranty or disclosure made to the City by the Developer regarding this Agreement or the Project is materially false or misleading, whether or not such representation or disclosure appears in this Agreement.

7.1.4.3 The construction of the Project has not commenced within the time required by this Agreement, process is delayed or suspended for a period in excess of that permitted under Section 4.3, or the Developer has not been issued, or entitled to be issued, a Certificate of Completion by the Project Completion Date.

7.1.4.4 There occurs any event of dissolution, reorganization or termination of the Developer that adversely and materially affects the operation or value of the Property or the Project, and such event is not corrected within five (5) days following written notice of such event from the City to the Developer.

7.1.4.5 The Developer Transfers its interest in this Agreement, the Property, or the Project, or any portion thereof, whether voluntarily or involuntarily or by operation of law, in violation of the terms and conditions of this Agreement and such action is not cured within the period prescribed in Section 8.2.2.

7.1.4.6 The Developer becomes insolvent or a receiver is appointed to conduct the affairs of the Developer under state or federal law.

7.1.4.7 The Developer’s legal entity status authorized by the Secretary of State of the State of California to transact business in California is suspended or terminated.

Section 7.2 DEVELOPER’S ELECTION RE: SPECIFIC ENFORCEMENT OF AGREEMENT OR WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND LIMITATION ON RECOVERY OF DAMAGES PRIOR TO CLOSE OF ESCROW. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT PERTAINING TO THE CONVEYANCE OF THE PROPERTY BY THE CITY UNDER THIS AGREEMENT PRIOR TO CLOSE OF ESCROW, THE DEVELOPER SHALL, AS ITS SOLE AND EXCLUSIVE REMEDY, HAVE THE RIGHT TO EXERCISE ONE OF THE ALTERNATIVE REMEDIES DESCRIBED IN SECTIONS 7.2.1 AND 7.2.2. THE DEVELOPER’S ELECTION, ONCE MADE, SHALL BE IRREVOCABLE.

Section 7.2.1 WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND LIMITATION ON RECOVERY OF DAMAGES. THE DEVELOPER MAY WAIVE THE REMEDIES SET FORTH IN SECTION 7.2.2 AND MAY CANCEL THE ESCROW PURSUANT TO SECTION 3.10, AND UPON CANCELLATION OF THE ESCROW, THE DEVELOPER SHALL BE RELIEVED OF ANY OBLIGATION UNDER THIS AGREEMENT TO PURCHASE OR ACCEPT TITLE TO THE PROPERTY AND ANY SUCH ESCROW CANCELLATION SHALL BE WITHOUT ANY LIABILITY OF THE DEVELOPER TO THE CITY OR ANY OTHER PERSON ARISING FROM SUCH ACTIONS. THE DEVELOPER SHALL BE LIMITED TO RECOVERING ANY AMOUNTS ACTUALLY EXPENDED BY THE DEVELOPER IN REASONABLE RELIANCE ON THIS AGREEMENT PRIOR TO THE DATE OF THE OCCURRENCE OF THE EVENT OF DEFAULT BY THE CITY, NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000). THE DEVELOPER WAIVES ANY RIGHT TO RECOVER ANY OTHER SUMS FROM THE CITY ARISING FROM AN EVENT OF DEFAULT BY THE CITY PRIOR TO THE CLOSE OF ESCROW. THE DEVELOPER SHALL NOT BE ENTITLED TO, AND HEREBY WAIVES, ANY RIGHT TO SEEK SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE DEVELOPER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542 RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 7.2.1, WHICH CIVIL CODE SECTION READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BY INITIALING BELOW, THE DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 7.2.1.

DEVELOPER'S INITIALS TL OR

IN CONNECTION WITH THE WAIVERS OF THIS SECTION 7.2.1, THE DEVELOPER FURTHER WAIVES THE RIGHT TO RECORD A NOTICE OF PENDENCY OF ACTION AGAINST ALL OR ANY PORTION OF THE PROPERTY EXCEPT DEVELOPER MAY RECORD SUCH A NOTICE IN CONNECTION WITH ANY SUIT FOR SPECIFIC PERFORMANCE PERMITTED HEREUNDER IN THE EVENT DEVELOPER ELECTS NOT TO WAIVE ITS RIGHT TO SEEK SPECIFIC PERFORMANCE UNDER SECTION 7.2.2.

Section 7.2.2 SPECIFIC PERFORMANCE. THE DEVELOPER MAY WAIVE THE REMEDIES SET FORTH IN SECTION 7.2.1 AND, IN ACCORDANCE WITH CIVIL CODE SECTION 3384, ET SEQ., INSTITUTE AN ACTION AGAINST THE CITY FOR SPECIFIC PERFORMANCE OF THE TERMS OR PROVISIONS OF THIS AGREEMENT

WHICH WERE TO HAVE BEEN COMPLETED BY THE CITY PRIOR TO THE CLOSE OF ESCROW.

Section 7.3 Legal Actions.

Section 7.3.1 Except as otherwise provided by Section 7.2, any Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy available to that Party under this Agreement or at law or in equity. Such legal actions must be instituted in the Superior Court of the State of California in and for the County of Orange, California, in any other appropriate court within the County of Orange, California. The prevailing party in such legal action shall be entitled to collect its reasonable attorney fees and costs from the other party in addition to any other damages or relief obtained in such proceedings.

Section 7.3.2 The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the City of Buena Park, County of Orange, California.

Section 7.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this ARTICLE VII are non-exclusive and cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party(ies).

Section 7.5 Developer Indemnification of the City. In addition to any other specific indemnification or defense obligations of the Developer set forth in this Agreement, the Developer agrees to indemnify, defend (upon written request by the City and with counsel of the City's choice) and hold harmless the Indemnified Parties, from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses, including, but not limited to reasonable attorney's fees of counsel retained by the Indemnified Parties, expert fees, costs of staff time, and investigation costs, of whatever kind or nature, that are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of the Developer or the Developer's officers, agents, employees, independent contractors or subcontractors of any tier, relating in any manner to this Agreement, any work to be performed by the Developer related to this Agreement, the Property, or the Project, or any authority or obligation exercised or undertaken by the Developer under this Agreement. Without limiting the generality of the foregoing, the Developer's obligation to indemnify the Indemnified Parties shall include injury or death to any person or persons, damage to any property, regardless of where located, including the property of the Indemnified Parties, any workers' compensation or prevailing wage determination, claim or suit or any other matter arising from or connected with any goods or materials provided or services or labor performed regarding the Project or the Property on behalf of the Developer by any person or entity.

ARTICLE VIII.

GENERAL PROVISIONS.

Section 8.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

Section 8.2 Restrictions on Transfers.

Section 8.2.1 The Developer acknowledges that the qualifications and identity of the Developer are of particular importance to the City. The Developer further recognizes and acknowledges that the City has relied and is relying on the specific qualifications and identity of the Developer in entering into this Agreement with the Developer and, as a consequence, Transfers are permitted only as expressly provided in this Agreement. The Developer shall promptly notify the City in writing of any and all changes whatsoever in the identity of the business entities or individuals either comprising or in Control of the Developer, as well as any and all changes in the interest or the degree of Control of the Developer by any such person, of which information the Developer or any of its partners, members or officers are notified or may otherwise have knowledge or information.

Section 8.2.2 Except as expressly permitted in this Agreement, the Developer represents to the City that it has not made and agrees that it will not make or create, or suffer to be made or created, any Transfer other than a Permitted Transfer, either voluntarily, involuntarily or by operation of law, until after the recordation of a Certificate of Completion for the Project subject to the Transfer; provided, however, that the City may approve in its reasonable discretion, Transfers other than Permitted Transfers prior to the recordation of a Certificate of Completion. In deciding whether to approve or disapprove any proposed Transfer, the City may consider the proposed transferee's financial strength and the experience of the proposed transferee and its senior management in undertaking and successfully completing projects of a similar type and size as the Project or that portion of the Project proposed to be transferred. Any Transfer made in contravention of this Agreement shall be voidable at the election of the City and this Agreement may be terminated by the City or the City may exercise any other remedy available to the City under the terms of this Agreement, provided, however, that (i) the City shall first notify the Developer in writing of its intention to terminate this Agreement or to exercise any other remedy, and (ii) the Developer shall have twenty (20) calendar days following its receipt of such written notice to commence and, thereafter, diligently and continuously proceed to cure the default of the Developer and submit evidence of the initiation and satisfactory completion of such cure to the City, in a form and substance reasonably satisfactory to the City.

Section 8.2.3 The Developer shall provide the City no less than thirty (30) days prior written notice of any proposed Permitted Transfer which the Developer desires to enter into prior to the recordation of a Certificate of Completion for the Project subject to the Transfer. The Developer shall have the burden of demonstrating to the City's reasonable satisfaction that the proposed Permitted Transfer meets the conditions and requirements of this Agreement with respect to Permitted Transfers.

Section 8.2.4 Anything in this Agreement to the contrary notwithstanding, the restrictions and prohibitions on Transfers contained in this Section 8.2 shall terminate upon issuance of a Certificate of Completion for the Project.

Section 8.3 Notices, Demands and Communications Between the Parties.

Section 8.3.1 Any and all notices, demands or communications submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and dispatched by messenger for immediate personal delivery, by a nationally recognized overnight courier service or by registered or certified United States Mail, postage prepaid, return receipt requested, to the principal office of the City or the Developer, as applicable, as designated in Section 8.3.2. Such written notices, demands or communications may be sent in the same manner to such other addresses as either Party may from time to time designate. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is delivered by personal delivery, on the date of delivery by a nationally recognized overnight courier service or three (3) calendar days after it is placed in the United States Mail, as provided in this Section 8.3.

Section 8.3.2 The following are the authorized addresses for the submission of notices, demands or communications to the Parties:

TO DEVELOPER: C & C Development Co., LLC
14211 Yorba Street, Suite 200
Tustin, California 92780
Attn: Todd R. Cottle
(T) (714) 288-7600
(F) (866) 570-0728

COPY TO: Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attn: Lynn Hutchins
(T) 510-836-6336
(F) 510-836-1035

TO CITY: City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90622
Attention: City Manager
(T) 714-562-3550
(F) 714-562-3559

COPY TO:

Alvarez-Glasman & Colvin
13181 Crossroads Pkwy. North
Suite 400 - West Tower
City of Industry, CA 91746
Attention: Christopher G. Cardinale
(T) 562-699-5500
(F) 562-692-2244

Section 8.4 Conflict of Interest. No member, official or employee of either Party has any conflict of interest, direct or indirect, related to this Agreement, the Property, or the development or operation of the Project within the meaning of applicable federal, state and local conflict of interest laws, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090.

Section 8.5 Warranty Against Payment of Consideration for Agreement. The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 8.5, shall not include persons to whom fees are paid for professional services, if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by the Developer.

Section 8.6 Non-liability of City, Officials and Employees. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest of the Developer, in the event of any default or breach by the City under this Agreement or for any amount that may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement, except as may arise from the gross negligence or willful acts of such member, official or employee.

Section 8.7 Unavoidable Delay; Extension of Time of Performance.

Section 8.7.1 Subject to specific provisions of this Agreement, performance by any Party under this Agreement shall not be deemed, or considered to be, in default where any such default is caused by an Unavoidable Delay that is not attributable to the fault of the Party claiming an extension of time to perform. An extension of time for any Unavoidable Delay shall be for the period of the Unavoidable Delay and shall commence to run from the date of occurrence of the Unavoidable Delay, if the Party asserting the existence of the Unavoidable Delay provides the other Parties with written notice of the occurrence of the Unavoidable Delay, within ten (10) days of the commencement of such asserted Unavoidable Delay. Otherwise, the extension of time for an Unavoidable Delay shall commence on the date of receipt of written notice of the occurrence of the Unavoidable Delay by the Parties not requesting an extension of time to perform due to such Unavoidable Delay.

Section 8.7.2 The Parties expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of either of them that may have provided a basis for entering into this Agreement and that occur at any time after the execution of this Agreement, do not constitute an Unavoidable Delay and do not provide any Party with grounds for asserting the existence of an Unavoidable Delay in the performance of any

covenant or undertaking arising under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement.

Section 8.8 Inspection of Books and Records. The City shall have the right at all reasonable times, at the City's cost and expense, to inspect the books and records of the Developer pertaining to the Property and/or the Project, upon no less than seven (7) days prior written notice. The Developer shall also have the right at all reasonable times, at the Developer's sole cost and expense, to inspect the books and records of the City pertaining to the Property and/or the Project, to the extent relevant to the Developer's obligations under this Agreement, upon no less than seven (7) days prior written notice. Nothing in this Section 8.8 or elsewhere in this Agreement shall, however, constitute a waiver or modification of any right or privilege which any Party may have with respect to any document, statement, or other record, including, without implied limitation, the attorney-client privilege, the attorney-work product privilege, any privilege arising under any state or federal evidentiary code or rule, or any privilege or exclusionary right arising under any state or federal freedom of information or public records disclosure law.

Section 8.9 Real Estate Commissions. The City and the Developer each represent and warrant to the other that no real estate brokerage commission is payable to any person or entity in connection with the transactions contemplated hereby on account of or due to the acts or omissions of such representing party, and each agrees to and does hereby indemnify, defend and hold the other harmless from and against the payment of any commission to any other person or entity claiming by, through or under the City or the Developer, as applicable.

Section 8.10 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

Section 8.11 Entire Agreement.

Section 8.11.1 This Agreement shall be executed in three (3) duplicate originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement includes the exhibits and documents referenced and incorporated herein, and constitutes the entire understanding and agreement of the Parties regarding the Property, the Project, and the other subjects addressed in this Agreement.

Section 8.11.2 This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to the Property, the Project, and the other subjects addressed in this Agreement.

Section 8.11.3 None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Property and this Agreement shall continue in full force and effect before and after such conveyances.

Section 8.11.4 All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representative(s) of all Parties.

Section 8.12 Execution of this Agreement. Following execution of three (3) duplicate originals of this Agreement by the authorized representative(s) of the Developer and prompt delivery of such originals, thereafter, to the City, accompanied by an official action of the governing body of the Developer authorizing the individuals executing this Agreement on behalf of the Developer to execute and perform this Agreement, in form and substance acceptable to the City, this Agreement shall be subject to the review and approval by the City Council, in its sole and absolute discretion.

Section 8.13 Survival of Indemnity Obligations. All general and specific indemnity and defense obligations of the Parties set forth in this Agreement shall survive the expiration or termination of this Agreement, the execution or recordation of the Grant Deed, and/or the issuance and recordation of any Certificate of Completion.

Section 8.14 Time Declared to be of the Essence. As to the performance of any obligation hereunder as to which time is a component thereof, the performance of such obligation within the time provided is of the essence.

Section 8.15 Approvals. Except as otherwise provided in this Agreement, approvals required of the City or the Developer, or any officers, agents or employees of the City or the Developer, shall not be unreasonably withheld and approval or disapproval shall be given within the time set forth in this Agreement or, if no time is given, within a reasonable time.

Section 8.16 Further Assurances. The Parties agree to reasonably consider such additional actions or the execution of such other documents as may be reasonably necessary or convenient to the financing, development, and operation of the Project, although nothing in this Section 8.16 shall be deemed a representation, guaranty or commitment by any Party to take any action or execute any document.

Section 8.17 City Approvals and Actions. The City Manager shall have the authority, on behalf of the City (to the extent not provided otherwise in this Agreement), to make approvals, issue interpretations, waive provisions, grant extensions of time, approve amendments to this Agreement and changes to the attached exhibits prior to their execution and execute documents, including, without limitation, the Notice of Completion and any documents necessary to implement any changes in the number or affordability of the Qualifying Units (as defined in the Regulatory Agreement), as may be required by TCAC, CDLAC, CalHFA or the County, so long as such actions do not reduce the length of affordability of the Qualifying Units (as defined in the Regulatory Agreement) or add to the costs incurred or to be incurred by the City as specified herein. The City Manager reserves the right, in his or her sole and absolute discretion, to submit any requested modification, interpretation, amendment or waiver to the City Council if the City Manager determines or believes that such action could increase the risk, liability or costs to City, or reduce the length of affordability of the Project, or is otherwise required by law.

Section 8.18 Investor Limited Partner Provisions. If and when the Developer is in the form of a limited partnership and admits an investor limited partner into Developer's partnership, the limited partnership shall enter into an assignment and assumption agreement where it expressly becomes subject to and bound by this Agreement as provided in Section 1.1.55 and the City agrees to the following provisions for the benefit of the Developer's investor limited partner:

Section 8.18.1 If Developer has provided advanced written notice to the City of the address and contract information of an investor limited partner, the City will give the limited partner a copy of any notice of default (at the limited partner's address provided in a notice by Developer to the City) that the City gives to the Developer under this Agreement, the Regulatory Agreement, the Land Loan, and/or the Project Loan;

Section 8.18.2 The City will give known limited partners at least thirty (30) days after receipt of such default notice to cure a non-payment of any sum due under this Agreement, the Regulatory Agreement, the Land Loan, and/or the Project Loan;

Section 8.18.3 The City will give the limited partner sixty (60) days after the limited partner's receipt of such notice to cure any non-monetary default under this Agreement, the Regulatory Agreement, the Land Loan, and/or the Project Loan;

Section 8.18.4 If a non-monetary default is incapable of being cured within sixty (60) days, the City shall allow the limited partner a reasonable time to cure such default provided the limited partner has commenced to cure such default within said sixty (60) day period, and diligently thereafter proceeding to cure such default without interruption until the default is cured;

Section 8.18.5 If the limited partner makes any such payment or otherwise cures such default, the City will accept such action as curing such default as if such payment or cure were made by the Developer;

Section 8.18.6 The City will permit the limited partner to transfer the limited partner's interest under the partnership agreement to any person or entity at any time;

Section 8.18.7 The City will permit the limited partner to remove the general partner of the partnership in accordance with the partnership agreement, provided that the substitute general partner is reasonably acceptable to the City; and

Section 8.18.8 The City will permit insurance and condemnation proceeds to be used to rebuild the Project provided that (i) sufficient funds are provided from other sources to effectively rebuild the Project to a lawful affordable housing multi-family complex, and (ii) subject to the rights of any Senior Lenders, the City shall hold all such proceeds and disburse them based on the progress of construction, subject to such additional reasonable conditions as the City may impose.

[Signatures on Following Pages]

SIGNATURE PAGE
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

CITY:

THE CITY OF BUENA PARK
a California municipal corporation

Dated: 10/04, 2021

By: 
City Manager

ATTEST:


City Clerk

APPROVED AS TO LEGAL FORM:

ALVAREZ-GLASMAN & COLVIN

By: 
City Attorney

SIGNATURE PAGE
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

DEVELOPER:

C&C:

C & C DEVELOPMENT CO., LLC, a
California limited liability company

Dated: 9/10, 2021

By:



Todd R. Cottle, Trustee of the 2007 Todd R.
Cottle and Jennifer N. Cottle Revocable
Trust, its member

By:



Barry A. Cottle, Trustee of
The Cottle Family Trust Dated 3/8/1987,
its member

EXHIBIT A
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT
Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 172.35 FEET OF THE WEST 802.35 FEET OF THE NORTH 340.00 FEET OF THE SOUTH 380.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 135-192-50

EXHIBIT A
A-1

**EXHIBIT B
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT
Scope of Development**

Except as otherwise approved in the Entitlements, the Project is generally described as follows:

- The Property is a rectangular shape and comprised of 58,599 square feet of land area. Phase I, Lead Based Paint, and Asbestos analyses have been completed for the Site and the existing vacant commercial building. The only findings were minor remediation is needed for lead based paint and asbestos in the flooring mastic, which is included in the scope.
- The Project will include 55 housing units in four (4) three-story buildings with the following unit mix:

Bedrooms/Units	Number of Units	Unit Sizes (Sf)
1-Bedroom Units	15	600
2-Bedroom Units	23	725
3-Bedroom Units	17	850
Total / Average	55	730

- The gross building area (GBA) for the Type V building with tuck-under parking is 49,914 square feet, which equates to a FAR of 0.86, and includes the following:

Gross Building Area (Sf)	
Residential Living Area	40,125
Community Room / Leasing & Service Office	2,203
Common Area / Circulation	7,586
Total	49,914

- Eighty-nine (89) parking spaces will be provided in tuck-under parking garages (36 spaces) and a surface parking lot (53 spaces), which equates to 1.62 spaces per unit.
- The Project will include the following amenities: community room, leasing and services offices; exercise facility; computer room; laundry room; BBQ pavilion and outdoor seating.
- The targeted population will be extremely-low, very-low and low income families. Ten (10) units will be targeted to homeless families as permanent supportive housing units (PSH). Preference will be given to student families for five (5) of the units and preference

will be given to veteran families for eleven (11) of the units. One unit will be set-aside for an onsite manager. The proposed TCAC affordability levels are as follows:

Income Level	Number of Units
30% of AMI	14
40% of AMI	11
50% of AMI	4
60% of AMI	18
70% of AMI	7
Manager's Unit	1
Total	55

The proposed City affordability levels are as follows:

Income Level	Number of Units
Extremely-Low Income per Section 50106 and 50053 of the California Health and Safety Code	14
59.5% of AMI per Section 50079.5 and 50053 of the California Health and Safety Code	11
Total	25

- Onsite services will be provided by the Developer, with the County providing wraparound services to the ten (10) permanent supportive housing units.

EXHIBIT B
B-2

EXHIBIT C
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT
Schedule of Performance

ACTION	DATE
1. <u>Developer Inspections; Condition of the Site.</u> The Developer shall complete its investigation of the Site (including obtaining a survey), its physical condition, the soils and toxic conditions of the Site and all other matters that may affect the Developer's ability to develop the Site pursuant to this Agreement.	Completed.
2. <u>Submission – Updated Project Budget and Updated Project Financing.</u> The Developer shall submit to the City for review and approval a revised Project Budget and the proposed Project Financing.	As a condition to the execution of this Agreement by the City, and within 20 days after written request by the City staff from time to time.
3. <u>SNHP Loan Application, Project Based Vouchers and County Loan Application Submittal.</u>	Within sixty (60) days after execution of this Agreement by the City.
4. <u>Entitlement Approval.</u>	Within two hundred and seventy days (270) after execution of this Agreement by the City.
5. <u>Applications and Awards for TEBs and Tax Credits.</u> The Developer shall make application to the CDLAC for TEBs and TCAC for Tax Credits.	In the first tax credit cycle immediately following entitlement approval which is currently anticipated to be in May 2022 based upon the 2021 CDLAC/TCAC schedule and, if unsuccessful, the remaining cycles of 2022 and all cycles in 2023, and, subject to Section 4.5, additional cycles in 2024.
6. <u>Opening of Escrow.</u> The City and Developer shall open an escrow for conveyance of the Site to the Developer	Within thirty (30) days after reservation of Tax Credits to Developer by TCAC.
7. <u>Close of Escrow.</u> The Escrow Agent shall close the escrow and the City shall convey title to the Site to the Developer, and the Developer shall accept such	Within 195 days after reservation of Tax Credits to Developer by TCAC.

ACTION

DATE

conveyance. This is a deadline for completion of all conditions to closing.

- | | | |
|-----|---|--|
| 8. | <u>Submission – Certificates of Insurance.</u> The Developer shall furnish to the City duplicate originals or appropriate certificates of bodily injury and property damage insurance policies. | Prior to Close of Escrow. |
| 9. | <u>Commencement of Construction of Developer’s Improvements.</u> The Developer shall commence construction of the improvements to be constructed on the Site. | Within 30 days after the Close of Escrow. |
| 10. | <u>Completion of Construction of Developer’s Improvements and Certificate of Occupancy Issued.</u> The Developer shall complete construction of the improvements to be constructed on the Site. | As soon as reasonably possible, but in any event within 20 months after commencement thereof by the Developer. |

EXHIBIT D
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Grant Deed

[Attached Behind This Page]

EXHIBIT D

D-1

RECORDING REQUESTED BY:

City of Buena Park

WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO:

SPACE ABOVE FOR RECORDER'S USE ONLY

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

Documentary Transfer Tax is \$ _____.

PART ONE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE CITY OF BUENA PARK, a California municipal corporation (“Grantor”), hereby grants to _____, a California limited partnership (“Grantee”), that certain real property located in the City of Buena Park, County of Orange, State of California, specifically described in Exhibit “A” attached to this Grant Deed (“Property”) and made a part of this Grant Deed by this reference.

PART TWO

The conveyance of the Property by the Grantor to the Grantee in Part One is subject to the following community development terms, conditions, covenants and restrictions:

Section 1. Conveyance Subject to Terms of an Affordable Housing Disposition and Development Agreement. The Property is conveyed subject to that certain Affordable Housing Disposition and Development Agreement, dated as of _____, 2021, between the Grantor and the Grantee’s predecessor-in-interest (the “Agreement”). The provisions of the Agreement are incorporated into this Grant Deed by this reference and are deemed to be a part of this Grant Deed, as though fully set forth in this Grant Deed. A true and correct copy of the Agreement may be obtained from the Office of the Buena Park City Clerk, located at 6650 Beach Blvd., Buena Park, California, 90622, during the City’s regular business hours.

Section 2. Condition of Property. The Grantee acknowledges and agrees that the Property is conveyed by the Grantor to the Grantee in its “AS IS,” “WHERE IS” and “SUBJECT TO ALL FAULTS CONDITION,” as of the date of recordation of this Grant Deed, with no warranties, expressed or implied, as to the environmental or other physical condition of the

EXHIBIT D

D-2

Property, the presence or absence of any patent or latent environmental or other physical condition on or in the Property, or any other matters affecting the Property.

Section 3. Obligation to Refrain from Discrimination. The Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

3.1. There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Grantee, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. With respect to familial status, this Section 3.1 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this Section 3.1 shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Section 1360 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to this Section 3.1.

3.2. The covenant of this Section 3 shall run with the land of the Property in perpetuity and shall be enforceable against the Grantee and its successors and assigns in perpetuity.

Section 4. Form of Non-Discrimination and Non-Segregation Clauses. The Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

4.1. The Grantee, such successors and such assigns shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Property (or any portion thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. All deeds, leases or contracts pertaining to the Property shall contain or be subject to substantially the following non-discrimination or non-segregation covenants:

(a) In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the foregoing paragraph, with respect to familial status, paragraph 5.2.1.2 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil

EXHIBIT D

D-3

Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Section 4760, and Section 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to foregoing paragraph.”

(b) In leases: “The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants lessees, sub-lessee, sub-tenants, or vendees in the premises herein leased.

Notwithstanding the foregoing paragraph, with respect to familial status, paragraph 5.2.1.2 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Section 4760, and Section 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to foregoing paragraph.”

(c) In contracts: “There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed or leased, nor shall the transferee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub-lessees, sub-tenants, or vendees of the premises herein transferred.” The foregoing provision shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

“Notwithstanding the foregoing paragraph, with respect to familial status, paragraph 5.2.1.2 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Section 4760, and Section 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to foregoing paragraph.”

4.2. The covenants of this Section 4 shall run with the land of the Property in perpetuity.

PART THREE

Section 5. Grantee Covenant to Undertake Project. The Grantee covenants, for itself, its successors and assigns, to and for the exclusive benefit of the City, that the Grantee shall

EXHIBIT D

D-4

commence and complete the development of the Project on the Property in accordance with the Agreement, and within the time period for such actions set forth in the Schedule of Performance. The Grantee covenants and agrees for itself, its successors, and assigns, that the Property shall be improved, and developed with the Project in substantial conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, any and all plans, specifications and similar development documents required by this Agreement, the Entitlements, and all applicable laws, regulations, orders and conditions of each Governmental Agency with jurisdiction over the Property or the Project. The covenants of this Section 5 shall run with the land of the Property until the earlier of the date of recordation of the Certificate of Completion.

Section 6. Covenants Run with the Land of the Property. Each of the covenants and agreements contained in this Grant Deed touch and concern the Property and each of them is expressly declared to be a community development covenant that runs with the land for the benefit of the Grantor and such covenants run with the land in favor of the Grantor for the entire period that such covenants are in full force and effect, regardless of whether the Grantor is or remains an owner of any land or interest in land to which such covenants relate. The Grantor, in the event of any breach of any such covenants, has the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings, to enforce the curing of such breach, as provided in the Agreement or by law. The covenants contained in this Grant Deed are for the benefit of and are enforceable only by the Grantor, and shall survive the execution and recordation of this Grant Deed and the issuance and recordation of each and every Certificate of Completion, for the time period set forth above for each covenant.

Section 7. Costs and Attorneys' Fees for Enforcement Proceeding. If legal proceedings are initiated to enforce the rights, duties or obligations of any of the covenants set forth in this Grant Deed, then the prevailing party in such proceeding shall be entitled to collect its reasonable attorney fees and costs from the other party in addition to any other damages or relief obtained in such proceedings.

Section 8. Effect of Unlawful Provision; Severability. In the event that any provision of this Grant Deed is held to be invalid or unlawful by a final judgment of a court of competent jurisdiction, such invalidity shall not affect the validity of any other provision of this Grant Deed.

GRANTOR:
THE CITY OF BUENA PARK
a California municipal corporation

By: _____
Aaron France, City Manager

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT D
D-5

CERTIFICATE OF ACCEPTANCE OF
GRANT DEED

The undersigned hereby acknowledges acceptance by _____, a California limited partnership, the Grantee in the within Grant Deed, of the delivery of the subject Property described in the within Grant Deed from the City of Buena Park.

GRANTEE:

_____, a California limited partnership

By: _____, LLC,
a California limited liability company,
its managing general partner

By: _____,
a California nonprofit corporation,
its sole member

By: _____
_____, _____

By: C&C _____ LLC,
a California limited liability company,
its developer general partner

By: C & C Development Co., LLC, a
California limited liability company,
its member and manager

Dated: _____, 20__

By: _____
Todd R. Cottle, Trustee of the
2007 Todd R. Cottle and
Jennifer N. Cottle Revocable
Trust, its member

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT D
D-6

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT 1
TO
GRANT DEED

Property Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 172.35 FEET OF THE WEST 802.35 FEET OF THE NORTH 340.00 FEET OF THE SOUTH 380.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 135-192-50

EXHIBIT D
D-9

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1603462864071.17

EXHIBIT E
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Notice of Agreement

[Attached Behind This Page]

EXHIBIT E

E-1

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

The City of Buena Park
6650 Beach Blvd.

Buena Park, CA 90622
Attn: City Manager

Exempt from Recording fee
pursuant to Gov't Code § 27383

NOTICE OF AGREEMENT

AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

TO ALL INTERESTED PERSONS PLEASE TAKE NOTICE that C & C DEVELOPMENT CO., LLC a California limited liability company (“C&C”), and the CITY OF BUENA PARK, a California municipal corporation (the “City”) entered into an agreement entitled Affordable Housing Disposition and Development Agreement, dated as of _____ 2021 (the “Agreement”). A copy of the Agreement is on file with the City and is available for inspection and copying by interested persons as a public record of the City at the Office of the Buena Park City Clerk, located at 6650 Beach Blvd., Buena Park, CA 90622, during the City’s regular business hours.

The Agreement affects the real property described in Exhibit A attached to this Notice of Agreement (the “Property”). The meaning of defined terms, indicated by initial capitalization, used in this Notice of Agreement shall be the same as the meaning ascribed to such terms in the Agreement.

PLEASE TAKE FURTHER NOTICE that the Agreement contains certain development covenants running with the land of the Property and other agreements between the Developer and the City affecting the Property, including as set forth below (all section references are to the Agreement):

Section 4.1 of the Agreement provides:

4.1 Developer Covenant to Undertake Project. The Developer covenants, for itself, its successors and assigns, to and for the benefit of the City, that the Developer shall commence and complete the development of the Project on the Property within the time period for such actions set forth in the Schedule of Performance and no later than the Project Completion Date, subject to Unavoidable Delay. The Developer covenants and agrees for itself, its successors, and assigns, that the Property shall be improved and developed with the Project in substantial conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, the Entitlements, and any and all plans, specifications and similar development documents required by this Agreement, except as approved in Section 4.2 below. The covenants

EXHIBIT E

E-2

of this Section 4.1 shall run with the land of the Property until the date of recordation of the Certificate of Completion.

Section 5.1 of the Agreement provides:

5.1 Obligation to Refrain from Discrimination. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. With respect to familial status, this Section 5.1 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this Section 5.1 shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Section 4760, and Section 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to this Section 5.1. The covenant of this Section 5.1 shall run with the land of the Property and shall be enforceable against the Developer and its successors and assigns in perpetuity and be a covenant in the Grant Deed and the Notice of Agreement.

This NOTICE OF AGREEMENT is dated as of _____, 20__, and has been executed on behalf of the Developer and the City by and through the signatures of their authorized representative(s) set forth below. This Notice of Agreement may be executed in counterparts and when fully executed each counterpart shall be deemed to be one original instrument.

CITY:

THE CITY BUENA PARK
a California municipal corporation

Dated: _____ 20__

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

ALVAREZ-GLASMAN & COLVIN

By: _____
City Attorney

EXHIBIT E

E-4

DEVELOPER:

C & C DEVELOPMENT CO., LLC, a
California limited liability company

Dated: _____, 2021

By: _____
Todd R. Cottle, Trustee of the 2007 Todd R.
Cottle and Jennifer N. Cottle Revocable
Trust, its member

By: _____
Barry A. Cottle, Trustee of
The Cottle Family Trust Dated 3/8/1987,
its member

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT E
E-5

EXHIBIT A
TO
NOTICE OF AGREEMENT

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 172.35 FEET OF THE WEST 802.35 FEET OF THE NORTH 340.00 FEET OF THE SOUTH 380.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 135-192-50

EXHIBIT F
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Official Action of Developer

The undersigned, do certify that together C & C Development Co., LLC a California limited liability company (“C&C”), will serve as the Developer of the Project under the Agreement described and defined below. No consent or approval of any other person is required for the undersigned to make the certifications set forth in this Certificate.

Each of us, only on behalf of the entity or person identified below, further certify that the following named person(s):

1. Todd R. Cottle, Trustee of the 2007 Todd R. Cottle and Jennifer N. Cottle Revocable Trust, as a member of C & C Development Co., LLC

are, without any additional or further consent of any person, authorized and empowered for and on behalf of and in the name of the respective entity set forth above to: (1) sign and deliver that certain Affordable Housing Disposition and Development Agreement, dated as of _____, 2021 (“**Agreement**”), regarding the development of certain real property located in the City of Buena Park, California, and performance of other obligations of the “Developer” as set forth in the Agreement; (2) sign and deliver all other documents on behalf of the respective entity identified set forth above to be signed or executed in connection with the transactions contemplated in the Agreement; and (3) take all actions on behalf of the respective entity identified above that may be considered necessary to conclude the transactions and complete the development contemplated in the Agreement.

The authority conferred and certified to in this Certificate shall be considered retroactive and any and all acts authorized in this Certificate that were performed before the execution of this Certificate are approved and ratified by each entity identified above. The authority conferred and certified to in this Certificate shall continue in full force and effect until the City Manager of the City of Buena Park receives written notice of the revocation of this Certificate.

We further certify that the activities covered by the authorities conferred and certified to in this Certificate and the foregoing certifications constitute duly authorized activities of each entity or person identified above; that these authorities and certifications are now in full force and effect; and that there is no provision in any document under which the entity identified above is organized and/or that governs such entity’s continued existence or limits the power of the undersigned to confer the authorities or make the certifications set forth in this Certificate, and that the same are in conformity with the provisions of all such documents.

DEVELOPER:

C&C:

Dated: _____

C & C Development Co., LLC, a
California limited liability company, its member and
manager

By: _____
Todd R. Cottle, Trustee of the 2007 Todd R.
Cottle and Jennifer N. Cottle Revocable Trust

By: _____
Barry A. Cottle, Trustee of The
Cottle Family Trust Dated 3/8/1987

EXHIBIT F

F-2

EXHIBIT G
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Certificate of Completion

[Attached Behind This Page]

EXHIBIT G
G-1

1603\46\2864071.15
1603\46\2864071.17

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Exempt from Recording fee
pursuant to Gov't Code § 27383

CITY OF BUENA PARK
CERTIFICATE OF COMPLETION

I, _____, City Manager of the City of Buena Park (the "City")
certify that:

Section 1. The Project required to be constructed in accordance with that certain Affordable Housing Disposition and Development Agreement, dated _____ (the "Agreement"), among the City, C & C Development Co., LLC a California limited liability company ("C&C"), as permitted under the Agreement, on that certain real property specifically described in the legal description(s) attached to this Certificate of Completion as **Exhibit A** (the "Property"), is complete in accordance with the provisions of the Agreement.

This Certificate of Completion constitutes conclusive evidence of the City's determination of the Developer's satisfaction of its obligation under the Agreement to construct and install the Project on the Property, including any and all buildings, parking areas, landscaping areas and related improvements necessary to support or meet any requirements applicable to the Project and its use and occupancy on the Project, whether or not such improvements are located on or off the Property or on other property subject to the Agreement. Notwithstanding any provision of this Certificate of Completion, the City may enforce any covenant surviving this Certificate of Completion in accordance with the terms and conditions of the Agreement and the Regulatory Agreement recorded against the Property by the Developer and the City under the Agreement. The Agreement is an official record of the City and a copy of the Agreement may be inspected at the City's office located at 6650 Beach Blvd., Buena Park, CA 90622, during the City's regular business hours.

EXHIBIT G
G-2

DATED AND ISSUED this _____ day of _____, _____.

THE CITY OF BUENA PARK
a California municipal corporation

EXHIBIT G
G-3

1603\46\2864071.15
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A
TO
CERTIFICATE OF COMPLETION

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 172.35 FEET OF THE WEST 802.35 FEET OF THE NORTH 340.00 FEET OF THE SOUTH 380.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 135-192-50

EXHIBIT G
G-5

EXHIBIT H
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Regulatory Agreement

[ATTACHED]

EXHIBIT H
H-1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Buena Park
6650 Beach Boulevard, Second Floor
Buena Park, California 90622
Attn: City Manager

APN: _____

SPACE ABOVE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEE PER
GOVERNMENT CODE §27383

**REGULATORY AGREEMENT
(Lincoln Avenue Apartments)**

by and between

**THE CITY OF BUENA PARK,
a California charter city and municipal corporation,**

and

**_____ LP,
a California limited partnership**

[Dated as of _____, 202_ for reference purposes only]

**REGULATORY AGREEMENT
(Lincoln Avenue Apartments)**

This REGULATORY AGREEMENT (Lincoln Avenue Apartments) ("**Regulatory Agreement**") is made and entered into as of _____, 202_, by and between THE CITY OF BUENA PARK, a California charter city and municipal corporation ("**City**") and _____ LP, a California limited partnership ("**Owner**").

RECITALS

A. The City and the Owner's predecessor-in-interest entered into that certain Affordable Housing Disposition and Development Agreement (Lincoln Avenue Apartments) dated as of _____, 2021 (the "**Affordable Housing Agreement**"), which provides that the City will convey to the Owner that certain property located at the 7101 Lincoln Avenue, Buena Park, California (APN 135-192-50), more specifically described in Attachment No. 1, incorporated herein by this reference (the "**Property**"), subject to the terms and conditions of the Affordable Housing Agreement. Under the Affordable Housing Agreement, the City has agreed to provide financial assistance to the Owner for acquisition of the Property and the construction thereon by the Owner of a fifty-five (55)-unit multifamily residential development for families (the "**Project**").

B. The City and the Owner desire that the Project be operated as a multifamily residential community on the Property with the residential units made available to Qualified Households at an Affordable Rent as more specifically defined herein. This Regulatory Agreement establishes terms and conditions which govern the operation of the Property.

C. The terms of the Affordable Housing Agreement require that certain covenants and affordability restrictions remain in full force and effect on the Project for a term commencing on the date of recordation of this Regulatory Agreement and continuing for fifty-five (55) years following the recordation of Certificate of Completion as defined herein.

Now, therefore, in consideration of the mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the City do hereby covenant and agree for themselves, their successors and assigns as follows:

1. Definitions of Certain Terms. As used in this Regulatory Agreement, the following words and terms shall have the meaning as provided in the recitals or in this Section 1, unless the specific context of usage of a particular word or term may otherwise require. All initially capitalized terms used and not otherwise defined in the recitals or in this section shall have the meaning ascribed to such term by the affordable housing agreement.

1.1. 30% Household. An individual or household that has a household income not greater than thirty percent (30%) of then current AMI adjusted for household size.

1.2. 59.5% Income Household. An individual or household that has a household income not greater than fifty-nine and one-half percent (59.5%) of current AMI adjusted for household

size.

1.3. Affordable Rent. In reference to each Qualifying Unit, the maximum rent, with allowance for utilities, for the applicable household income not to exceed for Extremely Low Income Households the amount set forth in California Health & Safety Code Section 50053(b)(1) adjusted for family size appropriate for the unit, and not to exceed for 59.5% Income Households the product of 30 percent times 59.5 percent of the AMI adjusted for family size appropriate for the unit.

1.4. AMI. The median gross yearly income in the County of Orange, California, as published from time to time by HCD using the standards set forth in the California Health & Safety Code. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Developer with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

1.5. Annual Report. The Certification of Continuing Program Compliance attached to this Regulatory Agreement as Attachment No. 3 and incorporated by this reference or comparable report filed annually by the Owner with TCAC or other governmental agencies, with any additional information that the City may need to report annual under California Health & Safety Code Section 34176.1.

1.6. Automobile Liability Insurance. Insurance coverage against claims of personal injury (including bodily injury and death) and property damage covering all the Owner owned, leased, hired and non-owned vehicles, with minimum limits for bodily injury and property damage of One Million Dollars (\$1,000,000). Such insurance shall be provided by a business or commercial vehicle policy and may be provided through a combination of primary and excess or umbrella policies, all of which shall be subject to pre-approval by the City, which approval shall not be unreasonably withheld, delayed or conditioned.

1.7. Certificate of Completion. The written certification of the City, in substantially the form of Exhibit G attached to the Affordable Housing Agreement, certifying that the construction of the Project has been completed in compliance with the terms and conditions of this Regulatory Agreement.

1.8. City Parties. Collectively, the City and its commissions, agents, attorneys, officers, employees, and authorized representatives.

1.9. HCD. The California Department of Housing and Community Development.

1.10. Income Certification Form. The Certification of Tenant Eligibility attached to this Regulatory Agreement as Attachment No. 2 and incorporated by this reference, or comparable income certification form required by TCAC or other governmental agencies.

1.11. Liability Insurance. Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Property, the Project or adjoining streets or passageways, at least as broad as Insurance Services Office Occurrence Form CG0001, with a minimum liability limit of Two Million Dollars (\$2,000,000)

for any one occurrence and which may be provided through a combination of primary and excess or umbrella insurance policies. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project or the general aggregate limit shall be twice the required minimum liability limit for any one occurrence.

1.12. Management Agent. A person with significant experience in management of affordable rental housing projects substantially similar to the Project and that is, at the time, managing other financially self-supporting, successful affordable rental housing projects substantially similar to the Project.

1.13. Manager Unit. The one (1) Three Bedroom Unit within the Project reserved exclusively for use by the on-site manager employed by the Owner or the Management Agent, as applicable.

1.14. One Bedroom Unit. Any one of the one bedroom residential accommodations within the Project.

1.15. Project. The operation of a multi-family rental housing project which shall include not less than fifty-five (55) units, twenty-five (25) of which shall be rented to Qualified Households at Affordable Rents, and all related on- and off-site improvements, as more particularly described in the Affordable Housing Agreement.

1.16. Property Insurance. Insurance providing coverage for the Property and all improvements on or to the Property against loss, damage, or destruction by fire and other hazards encompassed under the broadest form of property insurance coverage then customarily used for like properties in the County of Orange, excluding earthquake coverage, in an amount equal to one hundred percent (100%) of the replacement value (without deduction for depreciation) of all improvements comprising the Project (excluding excavations and foundations) and in any event sufficient to avoid co-insurance and with no co-insurance penalty provision, with "ordinance or law" coverage. To the extent customary for like properties in the County of Orange at the time, such insurance shall include coverage for explosion of steam and pressure boilers and similar apparatus located on the Property; an "increased cost of construction" endorsement; and an endorsement covering demolition and cost of debris removal, all subject to policy sublimits. Property Insurance shall also include rental or business interruption insurance in an amount, at least, equal to the average annual gross income from the Project for the preceding three (3) calendar years and providing for a 12-month extended period of indemnity.

1.17. Qualified Households. A household that (1) intends to reside in the Qualifying Unit; and (2) whose income does not exceed the maximum income allowable for the subject Qualifying Unit.

1.18. Qualifying Units. The twenty-five (25) One Bedroom Units, Two Bedroom Units and Three Bedroom Units within the Project restricted to occupancy by Qualified Households as set forth in Section 6 (exclusive of the Manager Unit).

1.19. Tax Credits. An allocation from TCAC of four percent (4%) federal low income housing tax credits to finance a portion of the costs of the Project, in accordance with Section 42

of the Internal Revenue Code of 1986, as amended, all associated Internal Revenue Service regulations and all associated TCAC regulations.

1.20. TCAC. The California Tax Credit Allocation Committee or its successor in function.

1.21. Term. The period of time following the date of recordation of this Regulatory Agreement, and ending on the fifty-fifth (55th) anniversary of recordation of the Certificate of Completion.

1.22. Three Bedroom Unit. Any one of the three bedroom residential accommodations within the Project.

1.23. Two Bedroom Unit. Any one of the two bedroom residential accommodations within the Project.

1.24. Workers Compensation Insurance. Workers compensation insurance complying with the provisions of California law and an employer's liability insurance policy or endorsement to a liability insurance policy, with a minimum liability limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all employees of the Owner.

2. Reservation of Property for Affordable Housing. The Owner covenants and agrees to reserve and restrict the Property for construction of the Project and, thereafter, reserve and restrict use and residential occupancy of the Qualifying Units by households who, at the time of initial occupancy of a Qualifying Unit and continuously thereafter (subject to the other provisions of this Regulatory Agreement), until the end of the Term, are members of a Qualifying Household. One (1) Three Bedroom Unit within the Project may be used as a Manager Unit at any given time provided that no Qualifying Unit shall be used as a Manager Unit.

3. Affordable Multi-Family Residential Rental Property Restrictive Covenant. The Owner covenants to and for the benefit of the City that the Owner shall develop, own, manage and operate, or cause the management and operation of, the Project to provide multi-family residential rental housing in the Qualifying Units only to Qualifying Households at an Affordable Rent. The Owner hereby confirms and remakes its covenant set forth in Section 4.1 of the Affordable Housing Agreement to develop the Property with the Project and such covenant is incorporated into this Regulatory Agreement in its entirety by this reference. The Owner will not knowingly permit any Qualifying Unit to be used on a transient basis and will not lease or rent any Qualifying Unit for an initial period of less than twelve (12) months. No Qualifying Unit will, at any time, be leased or rented for use as a hotel, motel, time share, short term rental unit, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitary or rest home.

4. Continuous Operation Covenant. The Owner covenants to and for the benefit of the City to cause the Project to be continuously operated, in accordance with the other provisions of this Regulatory Agreement, throughout the Term.

5. Abandonment. The Owner shall not abandon or surrender the operation of all or any part of the Project during the Term, except due to material casualty or condemnation.

6. Rental of Qualifying Units. The Owner covenants that each Qualifying Unit shall be occupied or available for occupancy by a Qualifying Household at an Affordable Rent on a continuous basis throughout the Term, in accordance with the following tenant income level mix:

6.1. Not less than ten (10) of the One Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 30% Households; and

6.2. Not less than two (2) of the Two Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 30% Households; and

6.3. Not less than two (2) of the Three Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 30% Households; and

6.4. Not less than two (2) of the One Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 59.5% Households; and

6.5. Not less than seven (7) of the Two Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 59.5% Households;

6.6. Not less than two (2) of the Three Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 59.5% Households; and

If any project- or tenant-based subsidy for the Project is exhausted and is not renewed, the required levels of affordability and Affordable Rent may be increased as reasonably agreed to in writing by the City through an amendment to this Regulatory Agreement if Owner will be otherwise unable to maintain the fiscal integrity of the Project.

7. Affordable Rent. The monthly rent charged to a Qualifying Household for the occupancy of a Qualifying Unit shall never exceed an Affordable Rent for such Qualifying Unit set forth in Section 1.3.

7.1. Rent for Qualifying Units may be increased only once per calendar year, based on changes in Area Median Income; provided that the rent for each Qualifying Unit must never exceed an Affordable Rent for the Qualifying Unit as necessary to maintain the tenant income mix specified in Section 6.

7.2. Determination of Qualifying Household income shall be made by the Owner at the time of initial application by an individual or family for occupancy of a Qualifying Unit. At the time of initial application, the Owner shall require an applicant to complete the Income Certification Form and certify the accuracy of the information provided on such form. On or before April 1 of each calendar year during the Term, the Owner shall require each Qualifying Household occupying a Qualifying Unit to recertify the Qualifying Household's income on the Income Certification Form. The Owner shall make a good faith effort to verify the accuracy of income information provided in any Income Certification Form by an applicant for occupancy of a Qualifying Unit or by a Qualifying Household occupying a Qualifying Unit, by taking one or more of the following steps, as reasonably required or indicated: (1) obtain an income tax return and copy of each W2 Wage and Earnings Statement for the most recently concluded income tax year; (2) conduct a credit reporting agency or similar search; (3) obtain an income verification

form from the applicant's or the Qualifying Household's current employer(s); (4) obtain an income verification form from the United States Social Security Administration and/or the California Department of Social Services, if the applicant or the Qualifying Household receives assistance from either of such agencies; or (5) if the applicant or an adult member of a Qualifying Household is unemployed and has no such income tax return, obtain another form of independent verification. All such verification information shall only be obtained by the Owner after obtaining the applicant's or the Qualifying Household's written consent for the release of such information to the Owner. Failure to consent in writing to the release of such income verification information to the Owner may disqualify an applicant for occupancy of a Qualifying Unit or be grounds for termination of Qualifying Household's occupancy of a Qualifying Unit.

7.3. The Qualifying Units are not specifically assigned to any qualifying income category (i.e., 30% Household or 59.5% Household). The restricted income level of each Qualifying Unit may change as Qualifying Units become vacant, a Qualifying Household tenant's income changes or other Qualifying Units are occupied by Qualifying Households. In all circumstances, though, the rent for each Qualifying Unit shall be an Affordable Rent for the Qualifying Unit as necessary to maintain the restricted income tenant mix required under Section 6. If the income category of a Qualifying Household upon recertification is different from the previous income of the Qualifying Household (i.e. a 30% Household becomes a 59.9% Household or a 59.9% Household's income exceeds the qualifying income limit for a 59.9% Household), the Owner or Management Agent shall rent the next available Unit to a Qualifying Household with an income level that will maintain the tenant income level mix set forth in Section 6. To the extent the federal low-income housing tax credit requirements conflict with the requirements in this Section 7.3 relative to the continued occupancy by households that do not qualify as Qualifying Households, the federal low-income housing tax credit requirements shall apply in place of the provisions in this Section 7.3.

7.4. The Owner shall maintain on file all Income Certification Forms completed by applicants for occupancy of Qualifying Units and by Qualifying Households that occupied or are occupying Qualifying Units in accordance with Section 6 and shall provide copies of the rent roll and Income Certification Forms to the City for its review and approval within fifteen (15) days following Notice to the Owner.

7.5. The Owner and each Qualifying Household occupying a Qualifying Unit shall permit the City to conduct inspections of the Property, the Project and each Qualifying Unit, from time-to-time, for purposes of verifying compliance with this Regulatory Agreement, upon fifteen (15) days prior written notice to the Owner.

7.6. The Owner shall submit its first Annual Report to the City on the April 30th immediately following the issuance of the final Certificate of Occupancy for the Project by the City. Thereafter, on each April 30 during the Term, the Owner shall submit an Annual Report to the City. The City shall maintain the confidentiality of the information contained in any Annual Report specifically relating to any particular Qualifying Household occupying a Qualifying Unit, to the extent reasonably allowed by Law, as determined by the City's general or special counsel.

8. The Owner Covenant Regarding Lease of Qualifying Units. The Owner, for itself, its successors and assigns, covenants and agrees that, if any Qualifying Unit is rented or leased during

the Term, the rental or lease of the Qualifying Unit shall be accomplished through a written lease agreement and all of the following restrictions shall apply:

8.1. A Qualifying Household shall be the record tenant and only occupant of the Qualifying Unit.

8.2. The lease for each Qualifying Unit shall be for an initial term of not less than twelve (12) months.

8.3. Each lease for a Qualifying Unit shall contain all of the following provisions:

8.3.1. An agreement authorizing the Owner to immediately terminate the tenancy of a Qualifying Household occupying a Qualifying Unit, where one or more members of that Qualifying Household misrepresented any fact material to the qualification of such household as a Qualifying Household;

8.3.2. An agreement providing that each Qualifying Household occupying a Qualifying Unit shall be subject to annual certification or recertification of income as a condition to continued occupancy of the Qualifying Unit;

8.3.3. An agreement providing that each Qualifying Household occupying a Qualifying Unit may be subject to rental increases in accordance with this Regulatory Agreement; and

8.3.4. An agreement providing that the Owner will not discriminate on the basis of race, color, creed, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, genetic information or receipt of public assistance or housing assistance in connection with rental of a Qualifying Unit, or in connection with the employment or application for employment of persons for operation and management of the Project, and all contracts, applications and leases entered into for such purposes shall contain similar non-discrimination clauses to such effect.

8.4. The Owner shall not terminate the tenancy or refuse to renew the lease or rental agreement of a Qualifying Household except for: (i) serious or repeated violations of the terms and conditions of the lease; (ii) because the previously Qualifying Household is no longer a Qualifying Household; (iii) for violation of applicable Federal, State, or local law; or (iv) for other good cause. The Owner shall follow all applicable laws in connection with termination of the tenancy of a Qualifying Household or a refusal to renew the lease or rental agreement of a Qualifying Household.

8.5. Tenant Selection Policies and Criteria. The Owner shall adopt written tenant selection policies and criteria that:

8.5.1. are consistent with the purpose of providing affordable rental housing for Qualifying Households at an Affordable Rent;

8.5.2. are reasonably related to tenant eligibility and ability to perform the obligations of the lease for a Qualifying Unit;

8.5.3. subject to applicable fair housing laws and provided that the applicant meets standard applicant screening standards for the Project, give reasonable preference and consideration to the housing needs of Qualifying Households that include one or more students so long as the unit is not occupied exclusively by students unless otherwise permitted under Section 42 of the Internal Revenue Code of 1986, as amended, all associated Internal Revenue Service regulations and all associated TCAC regulations;

8.5.4. subject to applicable fair housing laws and provided that the applicant meets standard applicant screening standards for the Project, with respect to 11 of the Units in the Project, give reasonable preference and consideration to the housing needs of Qualifying Households that include one or more veterans of the United States military;

8.5.5. subject to applicable fair housing laws, provided that the applicant meets standard applicant screening standards for the Project and provided that the Owner has received the SNHP Loan (as defined in the Affordable Housing Agreement), with respect to 10 of the Units in the Project, give reasonable preference and consideration to the housing needs of Qualifying Households that include a household member with serious mental illness and which household is homeless or at risk of homelessness;

8.5.6. subject to applicable fair housing laws and provided that the applicant meets standard applicant screening standards for the Project, give reasonable preference and consideration to the housing needs of households residing in, employed in, or offered employment in the City of Buena Park;

8.5.7. provide for the selection of tenants from a written waiting list in the chronological order of their application subject to Sections 8.5.3, 8.5.4, 8.5.5 and 8.5.6, insofar as is practicable;

8.5.8. give prompt written notice to any rejected applicant of the grounds for rejection;

8.5.9. provide for all of the Qualifying Units to be available for occupancy on a continuous basis to Qualifying Households at an Affordable Rent; and

8.5.10. do not give preference to any particular class or group of persons in leasing or renting the Qualifying Units, except as provided in Sections 8.5.3, 8.5.4, 8.5.5 and 8.5.6 and to the extent that a tenant must be a Qualifying Household.

To the extent the preferences set forth in this Section 8.5 conflict with the requirements of applicable federal and state fair housing laws or Section 42 of the Internal Revenue Code and implementing guidelines, the requirements of the applicable federal and state fair housing laws and Section 42 will supersede.

9. Non-Discrimination. All units in the Project shall be available at an Affordable Rent for occupancy on a continuous basis to Qualified Households. Except as provided in Sections 8.5.3, 8.5.4, 8.5.5 and 8.5.6, the Owner shall not give preference to any particular class or group of persons in renting the units in the Project. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, gender, gender

identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit. Neither the Owner nor any person claiming under or through the Owner, shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the operation and management of any Unit, the Project or the Property. All deeds, leases or contracts made or entered into by the Owner as to the units, the Project or the Property or any portion thereof, shall contain covenants prohibiting discrimination, as prescribed by this Regulatory Agreement. The Owner shall include a statement in all advertisements, notices and signs for the availability of units in the Project for rent to the effect that the Owner is an Equal Housing Opportunity Provider.

10. Equal Housing Notice. Provide for a statement in all advertisements, notices and signs for the availability of Qualifying Units for lease or rent to the effect that the Owner is an equal housing opportunity provider, and include an equal housing opportunity logotype in all notices, signs and advertisements in print media for the Qualifying Units.

11. Development and Management of the Project.

11.1. Management of Project. The Owner shall be responsible for management of the Project including, without limitation, the selection of Qualified Households, certification and recertification of household size, income, gender and the age of the head of household and relation of head of household to the household, of all Qualified Households, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall bear no responsibility for the management or operation of the Project or the Property. The Project shall at all times be managed by a Management Agent reasonably acceptable to the City, with demonstrated ability to operate residential rental facilities similar to the Project in a manner that will provide decent, safe, and sanitary housing. For the purposes hereof, if the Owner directly performs the functions of the Management Agent by its employees or by means of a service contract with an entity which is a partner or an affiliate of a partner in the Owner, such Management Agent shall be deemed approved by the City. If the Management Agent is an entity or person other than the Owner, its employees, a partner in the Owner or an entity owned or controlled by the Owner or which owns and/or controls the Owner, the Owner shall submit for the City's approval the identity of any proposed Management Agent, together with additional information relevant to the background, experience and financial condition of any proposed Management Agent, as reasonably requested by the City. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the City shall approve the proposed Management Agent by notifying the Owner in writing within thirty (30) days following the Owner's written request for such approval. Unless the proposed Management Agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved. The City hereby approves Advanced Property Services, LLC, as the initial Management Agent.

(1) If the Owner directly performs the functions of the Management Agent by its employees or by means of a service contract with an entity which is a partner or an affiliate of a partner in the Owner and the City determines the Owner has not met

its management responsibilities, the City shall have the right to enter the Project, to review relevant documentation to determine if the Owner is acting in a reasonable manner and to require the Owner to hire a third party management company acceptable to the City.

11.2. Insurance.

11.2.1. Required Insurance. The Owner shall maintain, to protect the City Parties against all insurable claims resulting from the actions of the Owner in connection with this Regulatory Agreement, the Property and the Project, at the sole cost and expense of the Owner during the Term hereof the following insurance (or its then reasonably available equivalent): (a) Liability Insurance; (b) Automobile Liability Insurance to the extent required by this Regulatory Agreement; (c) Property Insurance; and (d) Workers Compensation Insurance. The Owner shall require all subcontractors to maintain the same insurance required of the Owner set forth in this Section 11.2 prior to performing any work on the Property or the Project.

11.2.2. Policy Requirements and Endorsements. All insurance policies required by this Regulatory Agreement shall contain (by endorsement or otherwise) the following provisions:

Insured. The Owner's Liability Insurance and Automobile Liability Insurance policies shall name the City Parties as "additional insured." The Owner's Property Insurance policy shall name the City as a "loss payee." The coverage afforded to the City Parties shall be at least as broad as that afforded to the Owner regarding the Property and the Project and may not contain any terms, conditions, exclusions, or limitations applicable to the City Parties that do not apply to the Owner.

Primary Coverage. Any insurance or self-insurance maintained by the City Parties shall be in excess of all insurance required under this Regulatory Agreement and shall not contribute to any insurance required under this Regulatory Agreement.

Contractual Liability. The Owner's Liability Insurance policy shall contain contractual liability coverage for the Owner's indemnity obligations under this Regulatory Agreement. The Owner's obtaining or failure to obtain such contractual liability coverage shall not relieve the Owner from nor satisfy any indemnity obligation of the Owner under this Regulatory Agreement.

Deliveries to the City. The Owner shall deliver to the City evidence of all insurance policies required by this Regulatory Agreement. No later than three (3) days before any insurance required by this Regulatory Agreement expires, is cancelled or its liability limits are reduced or exhausted, the Owner shall deliver to the City evidence of the Owner's maintenance of all insurance this Regulatory Agreement requires. Each insurance policy required by this Regulatory Agreement shall be endorsed to state that coverage shall not be cancelled, suspended, voided, reduced in coverage or in limits, except after thirty (30) calendar days' advance written notice of such action has been given to the City by certified mail, return receipt requested; provided that if a thirty (30) days' notice of cancellation endorsement is not available the Owner shall notify the City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by the Owner; and further provided, however, that only ten (10) days' advance written notice shall be required

for any such action arising from non-payment of the premium for the insurance. Phrases such as "endeavor to" and "but failure to mail such Notice shall impose no obligation or liability of any kind upon the company" shall not be included, to the extent commercially available, in the cancellation wording of any certificates or policies of insurance applicable to the City Parties pursuant to this Regulatory Agreement.

Waiver of Certain Claims. The Owner shall cause each insurance carrier providing insurance coverage under this Regulatory Agreement to endorse their applicable policy(ies) with a Waiver of Subrogation with respect to the City Parties, if not already in the policy. To the extent that the Owner obtains insurance with a Waiver of Subrogation, the parties release each other, and their respective authorized representatives, from any claims for damage to any person or property to the extent such claims are paid by such insurance policies obtained pursuant to and in satisfaction of the provisions of this Regulatory Agreement.

No Claims Made Coverage. None of the insurance coverage required under this Regulatory Agreement may be written on a claims-made basis.

11.2.3. Fully Paid and Non-Assessable. All insurance obtained and maintained by the Owner pursuant to this Section 11.2 shall be fully paid for and non-assessable. However, such insurance policies may be subject to insurer audits.

11.2.4. City Option to Obtain Coverage. During the continuance of an Event of Default arising from the failure of the Owner to carry any insurance required by this Regulatory Agreement, the City may, at its option, purchase any such required insurance coverage and the City shall be entitled to immediate payment from the Owner of any premiums and associated reasonable costs paid by the City for such insurance coverage. Any amount becoming due and payable to the City under this Section 11.2.4 that is not paid within fifteen (15) calendar days after written demand from the City for payment of such amount, within an explanation of the amounts demanded, will bear interest from the date of the demand at the rate of eight percent (8%) per annum or the maximum interest rate allowed by applicable law, whichever is less. Any election by the City to purchase or not to purchase insurance otherwise required by the terms of this Regulatory Agreement to be carried by the Owner shall not relieve the Owner of its obligation to obtain and maintain any insurance coverage required by this Regulatory Agreement.

11.2.5. Separation of Insured. The Owner's Liability Insurance and Automobile Liability Insurance policies shall provide for separation of insured for the Owner and the City Parties. Insurance policies obtained in satisfaction of or in accordance with the requirements of this Regulatory Agreement may provide a cross-suits exclusion for suits between named insureds, but shall not exclude suits between named insureds and additional insureds.

11.2.6. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions under insurance policies required by this Regulatory Agreement shall be declared to and approved by the City. The Owner shall pay all such deductibles or self-insured retentions regarding the City Parties or, alternatively, the insurer under each insurance policy required by this Section 11.2 shall eliminate such deductibles or self-insured retentions with respect to the City Parties.

11.2.7. No Separate Insurance. The Owner shall not carry separate or additional insurance concurrent in form or contributing in the event of loss with that required under this Regulatory Agreement, unless the City is made an additional insured thereon, as required by this Regulatory Agreement.

11.2.8. Insurance Independent of Indemnification. The insurance requirements of this Regulatory Agreement are independent of the Owner indemnification and other obligations under this Regulatory Agreement and shall not be construed or interpreted in any way to satisfy, restrict, limit, or modify the Owner's indemnification or other obligations or to limit the Owner's liability under this Regulatory Agreement, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall the provision of such insurance preclude the City from taking such other actions as are available to it under any other provision of this Regulatory Agreement or otherwise at law or in equity.

11.2.9. Nature of Insurance. The policies of insurance required by this Regulatory Agreement shall be issued by carriers that: (a) are listed in the then current "Best's Key Rating Guide—Property/Casualty—United States & Canada" publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of "A-" and a minimum financial size category of "XI" (exception may be made for the California Compensation Insurance Fund when not specifically rated); and (b) are authorized to do business in California. The Owner may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that: (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Property and the Project, which amount(s) shall equal or exceed the amount(s) required by this Regulatory Agreement; and (ii) such policy otherwise complies with this Regulatory Agreement.

12. Maintenance of the Project. The Owner, for itself, its successors and assigns, hereby covenants and agrees that the exterior areas of the Project which are subject to public view (e.g.: all improvements, paving, walkways, landscaping, and ornamentation) shall be maintained in good repair and in a neat, clean and orderly condition, ordinary wear and tear excepted. In the event that at any time during the Term, there is an occurrence of an adverse condition on any area of the Project which is subject to public view in contravention of the general maintenance standard described above ("**Maintenance Deficiency**"), then the City shall notify the Owner in writing of the Maintenance Deficiency and give the Owner thirty (30) calendar days from the date of such notice to cure the Maintenance Deficiency as identified in the notice. "Maintenance Deficiency" includes, without limitation, the following inadequate or non-conforming property maintenance conditions and/or breaches of residential property use restrictions: (i) failure to properly maintain the windows, structural elements, and painted exterior surface areas of the units in a clean and presentable manner; (ii) failure to keep the common areas of the Project free of accumulated debris, appliances, inoperable motor vehicles or motor vehicle parts, or free of storage of lumber, building materials or equipment not regularly in use on the Property; (iii) failure to regularly maintain, replace and renew the landscaping in a reasonable condition free of weed and debris; and (iv) the use of garage areas on the Project for purposes other than the parking of motor vehicles and the storage of personal possessions and mechanical equipment of persons residing in the Project.

12.1. In the event the Owner fails to cure or commence to cure the Maintenance Deficiency within the time allowed, the City may thereafter conduct a public hearing following

transmittal of written notice thereof to the Owner ten (10) calendar days prior to the scheduled date of such public hearing in order to verify whether a Maintenance Deficiency exists and whether the Owner has failed to comply with the provision of this Section 12. If, upon the conclusion of a public hearing, the City makes a finding that a Maintenance Deficiency exists and that there appears to be non-compliance with the general maintenance standard, as described above, then the City shall have the right to enter the Project (exterior areas of the Project which are subject to public view only) and perform all acts necessary to cure the Maintenance Deficiency, or to take other action at law or equity that the City may then have to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the City for the abatement of a Maintenance Deficiency as authorized by this Section 12.1 shall become a lien on the Project. If the amount of the lien is not paid within thirty (30) calendar days after written demand for payment by the City to the Owner, the City shall have the right to enforce the lien in the manner as provided in Section 12.3.

12.2. Graffiti which is visible from any public right-of-way which is adjacent or contiguous to the Project shall be removed by the Owner from any exterior surface of a structure or improvement on the Project by either painting over the evidence of such vandalism with a paint which has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water as appropriate. In the event that graffiti is placed on the Project (exterior areas only) and such graffiti is visible from an adjacent or contiguous public right-of-way and thereafter such graffiti is not removed within seventy-two (72) hours following the time of its application, or the Owner's actual knowledge of its existence, whichever occurs later; then in such event and without notice to the Owner, the City shall have the right to enter the Project and remove the graffiti. Notwithstanding any provision of the Regulatory Agreement to the contrary, any sum expended by the City for the removal of graffiti from the Project as authorized by this Section 12.2 shall become a lien on the Project. If the amount of the lien is not paid within thirty (30) calendar days after written demand for payment by the City to the Owner, the City shall have the right to enforce its lien in the manner as provided in Section 12.3.

12.3. The parties hereto further mutually understand and agree that the rights conferred upon the City under this Section 12 expressly include the power to establish and enforce a lien or other encumbrance against the Property in the manner provided under California Civil Code Sections 2924, 2924b and 2924c, as such sections may be amended or superseded, in the amount as reasonably necessary to restore the Project to the maintenance standards required under this Section 12, including attorneys' fees and costs of the City associated with the abatement of the Maintenance Deficiency or removal of graffiti and the collection of the costs of the City in connection with such action. In any legal proceeding for enforcing such a lien against the Project, the prevailing party shall be entitled to recover its attorneys' fees and costs of suit. The provisions of this Section 12 shall be a covenant running with the land for the Term and shall be enforceable by the City in its discretion, cumulative with any other rights or powers granted to the City under applicable law. Nothing in the foregoing provisions of this Section 12 shall be deemed to preclude the Owner from making any alterations, additions, or other changes to any structure or improvement or landscaping on the Project, provided that such changes comply with the zoning and development regulations of the City and other applicable law.

12.4. Capital Replacement Reserve Account. The Owner shall establish an account for the payment of repair and replacement of capital items ("**Capital Replacement Reserve**

Account") in an initial amount as required by the Institutional Lenders for the Project or the investor limited partner of the Owner. Each year thereafter, the Owner shall deposit into the Capital Reserve Replacement Account additional amounts as required by the Institutional Lenders for the Project or the investor limited partner of the Owner, but not less than Two Hundred Fifty Dollars (\$250) per Unit per year.

12.4.1. Capital Repairs and Replacements. Capital repairs and replacements shall include, but not be limited to, the following: wet and dry utilities; roof repair and replacement as necessary; repair and replacement of boilers and the major operating components thereof; stucco repair and replacement; exterior painting; replacement of carpeting and vinyl or other hard surface flooring; replacement of drapes; replacement of dishwashers, garbage disposals and other interior appliances; repair and replacement of heating, ventilating and air conditioning systems, equipment and components; and installation of solar panels. All of the foregoing and other similar expenditures on the Project shall be considered to be qualifying capital repair and replacement expenses. Interior painting and servicing, repair or replacement of interior hardware shall not be considered to be a capital repair, but shall be ordinary operating expenses for the Project. The Owner shall withdraw funds from the Capital Replacement Reserve Account to pay such capital repair and replacement expenses as the Owner may deem necessary for the purposes of meeting the maintenance and replacement obligations described herein.

12.4.2. Insured Depository. The Capital Replacement Reserve Account shall be maintained in a depository insured by an agency of the federal government.

12.4.3. Documentation. Annually, or more frequently at the City's, the Owner shall document the level of capital repairs and replacements for the preceding period. The Owner shall maintain and shall provide as requested documentation showing the quantity and price of items purchased, price of materials and the cost of contracted labor or other services incurred in connection with such capital repair and replacement, and such other items as the City may reasonably request.

12.4.4. Withdrawals from Reserve Account. On an annual basis, the Owner shall notify the City of the anticipated cash requirements which will need to be withdrawn from the Capital Replacement Reserve Account. Amounts so budgeted and approved by the City may be withdrawn by the Owner from the indicated Capital Replacement Reserve Account without further the City approval. Other withdrawals for unbudgeted, unanticipated or emergency Project expenditures may be withdrawn by the Owner without prior the City approval, but the Owner shall notify the City in writing within ten (10) calendar days after withdrawal. All amounts so withdrawn by the Owner shall be expended on the Project and in accordance with this Regulatory Agreement. Withdrawals in excess of Twenty-Five Thousand Dollars (\$25,000) in any one calendar year shall be pre-approved by the City in its reasonable discretion, subject to the rights of any Senior Lenders or the investor limited partner of the Owner.

12.4.5. Interest Earned on Funds in the Capital Replacement Reserve Account. Any interest or other earnings from sums deposited into the Capital Replacement Reserve Account shall be retained in and added to the balance in said account.

12.4.6. Capital Needs Assessment. If requested in writing by the City, the Owner

shall deliver to the City, for the City's reasonable review and approval, a capital needs assessment ("CNA") no more often than every ten (10) years after the date of the Certificate of Completion for the Project. The CNA shall include an analysis of the Owner's actual expenditures for capital needs compared to the most recently approved CNA, the Owner's original operating budget and its then-current operating budget. Each CNA shall include a ten (10) year capital needs assessment or analysis of replacement reserve requirements prepared by a qualified third party in accordance with reasonable and customary standards for similar residential rental projects.

12.4.7. Displacement of Residents and Relocation. The Owner shall make best efforts to conduct capital repairs and replacements and ordinary repair and maintenance (collectively, "**Repairs**") in good faith and in a manner that does not result in the displacement of any of the residents of the Units. If any of the Owner's actions to conduct Repairs result in displacement of any of the Units' residents, the Owner shall notify the City in writing, prior to conducting such Repairs, of the identities of the residents to be displaced, the Units they will be displaced from, and the estimated length of time such residents shall be displaced. If the displacement of the residents triggers relocation obligations, the Owner shall be responsible, at its sole cost and expense, for any and all such relocation obligations and related expenses. The Owner shall comply with all applicable federal, state and local laws, rules and regulations regarding such relocation obligations and related expenses, including any relocation requirements set forth by the City. The Owner shall defend, indemnify and hold harmless the City Parties from and against all liability for any relocation obligations and related expenses attributable to any Repairs.

13. Covenants to Run with the Land. The Owner and the City hereby declare their specific intent that the covenants, reservations and restrictions set forth herein are part of a plan for the promotion and preservation of affordable housing within the territorial jurisdiction(s) of the City and that each shall be deemed covenants running with the land and shall pass to and be binding upon the Property and each successor-in-interest of the Owner in the Property for the Term. The Owner hereby expressly assumes the duty and obligation to perform each of the covenants and to honor each of the reservations and restrictions set forth in this Regulatory Agreement. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

14. Burden and Benefit. The City and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that the Owner's legal interest in the Property is affected by the affordable dwelling use and occupancy covenants hereunder. The City and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the affordable housing goals and objectives of the City and in order to make the Property available for acquisition by the Owner.

15. Defaults.

15.1. Events of Default. The occurrence of any of the following is a default and shall constitute a material breach of this Regulatory Agreement and, if not corrected, cured or remedied

in the time period set forth in Section 15.2, shall constitute an "**Event of Default**" hereunder:

15.1.1. failure of the Owner or any person under its direction or control to comply with or perform when due any material term, obligation, covenant or condition contained in this Regulatory Agreement;

15.1.2. any warranty, representation or statement made or furnished to the City by the Owner under this Regulatory Agreement that is false or misleading in any material respect either now or at the time made or furnished;

15.1.3. the dissolution or termination of the existence of the Owner as an ongoing business, insolvency, appointment of a receiver for any part of the Property of the Owner, any assignment for the benefit of creditors, any type of creditor workout or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Owner; or

15.1.4. an Event of Default pursuant to the Affordable Housing Agreement.

15.2. Notice of Default. The City shall give written notice of default to the Owner, in accordance with Section 22, stating that such notice is a "**Notice of Default**", specifying the default complained of by the City and requiring the default to be remedied within thirty (30) calendar days of the date of the Notice of Default. Except as required to protect against further material damage, the City may not institute legal proceedings against the Owner until thirty (30) calendar days after providing the Notice of Default. Failure or delay in giving a Notice of Default shall not constitute a waiver of any default, nor shall it change the time of occurrence of the default. If the default specified in the Notice of Default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if the Owner initiates corrective action within said thirty (30) calendar day period and diligently works to effect a cure as soon as possible, then the Owner may have such additional time as authorized in writing by the City as reasonably necessary to complete the cure of the default prior to exercise of any other remedy for the occurrence of an Event of Default. Such authorization for additional time to cure shall not be unreasonably withheld, conditioned or delayed. The City shall give the investor limited partner in the Owner the following notice and cure rights:

15.2.1. The City will give the limited partner a copy of any Notice (at the limited partner's address provided in a notice by the Owner to the City) that the City gives to the Owner under this Regulatory Agreement, provided that Owner has provided the address and contact information for the investor limited partner in writing to the City;

15.2.2. The City will give the limited partner thirty (30) days after the date of such Notice to cure a non-payment of any sum due under this Regulatory Agreement;

15.2.3. The City will give the limited partner sixty (60) days after the date of such Notice to cure any other default under this Regulatory Agreement;

15.2.4. If a non-monetary default is incapable of being cured within sixty (60) days, the City will give the limited partner an additional ninety (90) days to cure such default provided the limited partner has commenced to cure such default and is diligently proceeding to cure such default through the end of such period; and

15.2.5. If the limited partner makes any such payment or otherwise cures such default, the City will accept such action as curing such default as if such payment or cure were made by the Owner.

If the Owner and limited partner fail to take corrective action relating to a default within thirty (30) calendar days following the date of Notice of Default (or to complete the cure within the additional time as may be authorized by the City or set forth above for the limited partner of the Owner), an Event of Default shall be deemed to have occurred.

15.3. Inaction Not a Waiver of Default. Any failure or delays by the City in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by the City in asserting any of its rights and remedies shall not deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

16. Remedies. Upon the occurrence of an Event of Default, the City shall, in addition to the remedial provisions of Section 12 as related to a Maintenance Deficiency at the Property, be entitled to seek any appropriate remedy or damages by initiating legal proceedings as follows: (i) by mandamus or other suit, action or proceeding at law or in equity, to require the Owner to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City; or (ii) by other action at law or in equity as necessary or convenient to enforce the obligations, covenants and Agreements of the Owner to the City.

16.1. Rights and Remedies are Cumulative. The rights and remedies of the City as set forth in this Section 16 are cumulative and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the Owner.

16.2. Enforcement by Third Parties. No third party shall have any right or power to enforce any provision of this Regulatory Agreement on behalf of the City or to compel the City to enforce any provision of this Regulatory Agreement against the Owner or the Project.

17. Governing Law. This Regulatory Agreement shall be governed by the laws of the State of California and applicable federal laws, without regard to its conflicts of laws principles.

18. Amendment. This Regulatory Agreement may be amended after its recordation only by a written instrument executed by the Owner and the City.

19. Attorney's Fees. In the event that a party to this Regulatory Agreement brings an action to enforce any condition or covenant, representation or warranty in this Regulatory Agreement or otherwise arising out of this Regulatory Agreement, the prevailing party(ies) in such action shall be entitled to recover from the other party reasonable attorneys' fees to be fixed by the court in which a judgment is entered, as well as the costs of such suit. for the purposes of this Section 19, the words "reasonable attorneys' fees," in the case of the City, shall include the salaries, costs and overhead of the City Attorney as well as any other legal counsel hired by the City in such action, as allocated on an hourly basis.

20. Severability. If any provision of this Regulatory Agreement shall be declared invalid, inoperative or unenforceable by a final judgment or decree of a court of competent jurisdiction such invalidity or unenforceability of such provision shall not affect the remaining parts of this Regulatory Agreement which are hereby declared by the parties to be severable from any other part which is found by a court to be invalid or unenforceable.

21. Time is of the Essence. For each provision of this Regulatory Agreement which states a specific amount of time within which the requirements thereof are to be satisfied, time shall be deemed to be of the essence.

22. Notices, Demands and Communications Between the Parties. Any and all notices submitted by any party to another party pursuant to or as required by this Regulatory Agreement shall be dispatched by messenger for immediate personal delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of the party, as set forth in this Section. Such notice may be sent in the same manner to such other addresses as any [arty may from time to time designate by notice. Any notice shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, or two (2) calendar days after it is placed in the United States mail, as provided in this Section. Rejection, other refusal to accept or the inability to deliver any notice because of a changed address of which no notice was given or other action by a person or entity to whom notice is sent, shall be deemed receipt of the notice.

The following are the authorized addresses for the submission of notices to the parties, as of the date of this Regulatory Agreement:

To the Owner: _____ LP

With copies to C & C Development Co., LLC
14211 Yorba Street, Suite 200
Tustin, CA 92780
Attn: Todd Cottle

and to: Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attn: Lynn Hutchins

To the City:

City of Buena Park
6650 Beach Boulevard, Second Floor
Buena Park, California 90622
Attn: City Manager

With copies to:

23. Recording. The parties hereto shall cause this Regulatory Agreement to be recorded in the official records of the County of Orange.

24. No Third Party Beneficiary. No claim as a third-party beneficiary under this Regulatory Agreement by any person, corporation or any other entity, shall be made or be valid against the City or the Owner.

25. Prohibition Against Transfer.

25.1. Except as expressly provided in the Affordable Housing Agreement, the Owner shall not, without prior written approval of the City, which may not be unreasonably withheld, delayed or conditioned: (i) assign or attempt to assign this Regulatory Agreement or any right herein; or (ii) make any total or partial sale, transfer, conveyance, lease, leaseback, or assignment of the whole or any part of the Property or the improvements thereon, with the exception of leases of the residential units as permitted by this Regulatory Agreement, or permit to be placed on any of the Property any unauthorized mortgage, trust deed, deed of trust, encumbrance or lien.

25.2. In the absence of specific written agreement or approval by the City, no unauthorized sale, transfer, conveyance, lease, leaseback or assignment of the Property shall be deemed to relieve the Owner or any other party from any obligations under this Regulatory Agreement.

26. City Approvals and Actions. The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, grant extensions of time, approve amendments to this Regulatory Agreement and execute documents on behalf of the City (to the extent not provided otherwise in this Regulatory Agreement), including, without limitation, any documents necessary to implement any changes in the number or affordability of the Qualifying Units, as may be required by TCAC or to maintain the fiscal integrity of the Project, so long as such actions do not reduce the length of affordability of the Qualifying Units or add to the costs incurred or to be incurred by the City as specified herein. The City Manager reserves the right, in his or her sole and absolute discretion, to submit any requested modification, interpretation, amendment or waiver to the City Council if the City Manager determines or believes that such action could increase the risk, liability or costs to the City, or reduce the length of affordability of the Project.

IN WITNESS WHEREOF, the Owner and the City have caused this Regulatory Agreement to be signed, acknowledged and attested on their behalf by duly authorized representatives in counterpart original copies which shall upon execution by all of the parties be deemed to be one original document.

[Signatures on following pages]

**CITY SIGNATURE PAGE
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)**

CITY:

CITY OF BUENA PARK,
a California charter city and municipal corporation

By: _____

Date: _____

City Manager

ATTEST:

City Clerk

**OWNER SIGNATURE PAGE
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)**

OWNER:

_____ LP, a California limited partnership

By: _____ LLC,
a California limited liability company,
its managing general partner

By: _____,
a California nonprofit corporation, its sole member and manager

By: _____
_____, _____

By: _____ LLC,
a California limited liability company,
its developer general partner

By: C&C Development Co., LLC,
a California limited liability company,
its member and manager

By: _____
Todd R. Cottle, Trustee of 2007
Todd R. Cottle and Jennifer N. Cottle
Revocable Trust, its member

ATTACHMENT NO. 1
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)

Property Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 172.35 FEET OF THE WEST 802.35 FEET OF THE NORTH 340.00 FEET OF THE SOUTH 380.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 135-192-50

ATTACHMENT NO. 1

-1-

ATTACHMENT NO. 2
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)

Certification of Tenant Eligibility

NOTE TO PROPERTY OWNER: This form is designed to assist you in computing Annual Income.

Re: Lincoln Avenue Apartments, Buena Park, California

I/We, the undersigned, state that I/we have read and answered fully, frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the property listed above. Listed below are the names of all persons who intend to reside in the unit:

1.	2.	3.	4.	5.
Names of Members of Household	Relationship to Head of Household	Age	Social Security Number	Place of Employment
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. Head of Household (check one):

Mother: _____

Father: _____

Other: _____ (specify relationship – i.e. legal guardian, sister, brother, etc.)

Income Computation

7. The total anticipated income, calculated in accordance with the provisions of this Section 7, of all persons over the age of 18 years listed above for the 12-month period beginning the date that I/we plan to move into a unit is \$ _____.

Included in the total anticipated income listed above are:

(a) all wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services, before payroll deductions;

(b) the net income from the operation of a business or profession or from the rental of real or personal property (without deducting expenditures for business expansion or amortization of capital indebtedness or any allowance for depreciation of capital assets);

(c) interest and dividends (including income from assets excluded below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of period receipts, including any lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;

(f) the maximum amount of public assistance available to the above persons other than the amount of any assistance specifically designated for shelter and utilities;

(g) periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the dwelling;

(h) all regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the household or spouse; and

(i) any earned income tax credit to the extent that it exceeds income tax liability.

Excluded from such anticipated income are:

(i) casual, sporadic or irregular gifts;

(ii) amounts which are specifically for or in reimbursement of medical expenses;

(iii) lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workmen's compensation), capital gains and settlement for personal or property losses;

(d) amounts of educational scholarship paid directly to the student of the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition,

fees, book and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes, are to be included in income;

(e) special pay to a household member who is away from home and exposed to hostile fire;

(f) relocation payments under Title 11 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

(g) foster child care payments;

(h) the value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977;

(i) payments to volunteers under the Domestic Volunteer Service Act of 1973; payments received under the Alaska Native Claims Settlement Act.

(j) income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;

(k) payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;

(l) payments received from the Job Training Partnership Act;

(m) the first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims.

8. Do the persons whose income or contributions are included in item 6 above:

(a) have savings, stocks, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles and interests in Indian trust land)? ___ Yes ___ No; or

(b) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value? ___ Yes ___ No

(c) If the answer to (a) or (b) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than \$5,000? ___ Yes ___ No

(d) If the answer to (c) is yes, state:

(i) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy in the unit that you propose to rent: \$ _____; and

(ii) the amount of such income, if any, that was included in item 6 above:
\$ _____

9.

(a) Are all of the individuals who propose to reside in the unit full-time students*?
____ Yes ____ No

*A full-time student is an individual enrolled as a full-time student during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance and is not an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to 8(a) is yes, is at least one of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return? ____ Yes ____ No

10. Neither myself nor any other occupant of the unit I/we propose to rent is the Owner of the property in which the unit is located (hereinafter the "Owner"), has any family relationship to the Owner or owns, directly or indirectly, any interest in the Ownership. For purposes of this section, indirect the Ownership by an individual shall mean the Ownership by a family member, the Ownership by a corporation, partnership, estate or trust in proportion to the Ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member, and the Ownership, direct or indirect, by a partner of the individual.

11. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and, based upon information I/we deem reliable and that the statement of total anticipated income contained in Section 7 is reasonable and based upon such investigation as the undersigned deemed necessary.

12. I/we will assist the Owner in obtaining any information or documents required to verify the statements made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

13. I/we acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the units and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

14. Housing Issuer Statistical Information (Optional--will be used for reporting purposes only):

Marital Status: _____

Race (Head of Household)

White _____ Asian _____ Hispanic _____

African-American _____ Native American _____ Other _____

Physical Disability: Yes _____ No _____

I/we declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, _____ in the County of Orange, California.

Applicant

Applicant

[Signature of all persons over the age of 18 years listed in number 2 above required]

FOR COMPLETION BY PROPERTY THE OWNER ONLY:

1. Calculation of eligible income:

(a) Enter amount entered for entire household in 6 above: \$ _____

(b) (1) If answer to 7(c) above is yes, enter the total amount entered in 7(d)(1), subtract from that figure the amount entered in 7(d)(2) and enter the remaining balance (\$ _____);

(2) Multiply the amount entered in 7(c) times the current passbook savings rate to determine what the total annual earnings on the amount in 7(c) would be if invested in passbook

savings (\$ _____), subtract from that figure the amount entered in 7(d)(2) and enter the remaining balance

(3) Enter at right the greater of the amount calculated under (1) or (2) above:
\$ _____;

(c) TOTAL ELIGIBLE INCOME

(Line 1(a) plus line 1(b)(3): \$ _____

2. The amount entered in 1(c):

_____ Qualifies the applicant(s) as a Qualified Household.

_____ Does not qualify the applicant(s) as Qualified Household.

3. Apartment unit assigned:

Bedroom Size: _____ Rent: \$ _____

4. This apartment unit [was/was not] last occupied for a period of 31 consecutive days by persons whose aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, qualified them as a Qualified Household.

5. Method used to verify applicant(s) income:

_____ Employer income verification.

_____ Copies of tax returns.

_____ Other (_____)

Manager

The undersigned employee has applied for a rental unit located in a project financed in part by the City of Buena Park for persons of very low income. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income

ATTACHMENT NO. 3
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)

**Certificate of Continuing Program Compliance
For Annual Reporting Period Ending**

The undersigned, _____, as the authorized representative of _____ LP, a California limited partnership ("Owner"), has read and is thoroughly familiar with the provisions of the various documents associated with the financial assistance provided by the City of Buena Park ("City"), as established in numerous documents including the Regulatory Agreement, dated as of _____, 202_, between the Owner and the City.

As of the date of this Certificate, the following percentage of residential units in the Project are (i) occupied by Qualified Households (as such term is defined in the Regulatory Agreement) or (ii) are currently vacant and being held available for such occupancy and have been so held continuously since the date a Qualified Household vacated such unit, as indicated:

Number of Units occupied by Qualified Households: _____

Number of Vacant Units: _____

Number of Qualified Households who commenced
occupancy during the preceding reporting period: _____

Attached is a separate sheet ("Occupancy Summary") listing, among other items, the appropriate information for each residential unit in the Project, the occupants of each unit and the rent paid for each unit. The information contained thereon is true and accurate and reasonable and is based on information submitted to the Owner and is certified under penalty of perjury by each tenant.

[Signatures on following page]

The undersigned hereby certifies that (1) a review of the activities of the Owner during such reporting period and of the Owner's performance under the Regulatory Agreement has been made under the supervision of the undersigned; and (2) to the best of the knowledge of the undersigned, based on the review described in clause (1) hereof, the Owner is not in default under any of the terms and provisions of the above documents.

Dated: _____

OWNER

_____ LP, a California limited
partnership

By: _____

Name: _____

Its: _____

OCCUPANCY SUMMARY

Total Number of Units in the Project: _____

Total Units occupied by Qualified Households: _____

Total Units available for rent to Qualified Households: _____

ATTACHED IS THE FOLLOWING INFORMATION:

- A. Resident and rental information on each occupied apartment in the complex.
- B. Certification of Tenant Eligibility for all Qualified Households who have moved into _____, Buena Park, California, since the filing of the last Occupancy Summary. The same are true and correct to the best of the undersigned's knowledge and belief.

Dated: _____

OWNER:

_____ LP, a California limited partnership

By: _____

Name: _____

Its: _____

EXHIBIT I
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Deed of Trust

[ATTACHED]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Buena Park
6650 Beach Boulevard, Second Floor
Buena Park, California 90622
Attn: City Manager

APN: _____

SPACE ABOVE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEE PER
GOVERNMENT CODE §27383

DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING
(WITH ASSIGNMENT OF RENTS)
(Lincoln Avenue Apartments)

This Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents) ("**Deed of Trust**") is dated as of _____, 202_, by _____ LP, a California limited partnership, whose address is _____ ("**Trustor**"), to TICOR TITLE COMPANY OF CALIFORNIA, a California corporation ("**Trustee**"), for the benefit of the CITY OF BUENA PARK, a California charter city and municipal corporation, whose address is 6650 Beach Boulevard, Second Floor, Buena Park, California 90622 ("**Beneficiary**"), and is executed to secure those two certain Promissory Notes each of even date herewith, in the principal amounts of Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000.00) [**or appraised amount**] and One Million Dollars (\$1,000,000.00), respectively, executed by Trustor in favor of Beneficiary (such Promissory Notes, as it may from time to time be supplemented, amended extended, renewed or otherwise modified), the provisions of which are incorporated in the Deed of Trust by this reference.

This Deed of Trust is made with respect to that certain Affordable Housing Disposition and Development Agreement (Lincoln Avenue Apartments), dated _____, 2021, for reference purposes only, between the Trustor's predecessor-in-interest and the Beneficiary (the "**Affordable Housing Agreement**").

Trustor hereby IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee, its successors and assigns, in Trust, with POWER OF SALE TOGETHER WITH RIGHT OF ENTRY AND POSSESSION, the following property ("**Trust Estate**"):

(a) All of that certain real property in the City of Buena Park, County of Orange, State of California, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("**Subject Property**");

(b) All buildings, structures and other improvements now or in the future located or to be constructed on the Subject Property ("**Improvements**");

(c) All tenements, hereditament, appurtenances, privileges, franchises and other rights and interests now or in the future benefitting or otherwise relating to the Subject Property or the Improvements, including easements, rights-of-way and development rights ("**Appurtenances**"). (Appurtenances, together with the Subject Property and the Improvements, are hereafter collectively referred to as the "**Real Property**");

(d) Subject to the assignment to Beneficiary set forth in Paragraph 4 below, all rents, issues, income, revenues, royalties and profits now or in the future payable with respect to or otherwise derived from the Trust Estate or the ownership, use, management operation, leasing or occupancy of the Trust Estate, including those past due and unpaid ("**Rents**");

(e) All present and future right, title and interest of Trustor in and to all inventory, equipment, fixtures and other goods (as those terms are defined in Division 9 of the California Uniform Commercial Code ("**UCC**"), whether existing now or in the future) located at, upon or about, or affixed or attached to or installed in, the Real Property, or used or to be used in connection with or otherwise relating to the Real Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of the Real Property, including furniture, furnishings, machinery, appliances, building materials and supplies, generators, boilers, furnaces, water tanks, heating, ventilating and air conditioning equipment and all other types of tangible personal property of any kind or nature, and all accessories, additions, attachments, parts, proceeds, products, repairs, replacements and substitutions of or to any of such property ("**Goods**," and together with the Real Property, collectively the "**Property**"); and

(f) All present and future right, title and interest of Trustor in and to all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the UCC) and all other agreements, obligations, rights and written material (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from the Property or any other part of the Trust Estate or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing, occupancy, sale or financing of the Property or any other part of the Trust Estate, including (to the extent applicable to the Property or any other portion of the Trust Estate) (i) permits, approvals and other governmental authorizations, (ii) improvement plans and specifications and architectural drawings, (iii) agreements with contractors, subcontractors, suppliers, project managers, supervisors, designers, architects, engineers, sales agents, leasing agents, consultants and property managers, (iv) takeout, refinancing and permanent loan commitments, (v) warranties, guaranties, indemnities and insurance policies, together with insurance payments and unearned insurance premiums, (vi) claims, demands, awards, settlements, and other payments arising or resulting from or otherwise relating to any insurance or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property, (vii) license agreements, service and maintenance agreements, purchase and sale agreements and purchase options, together with advance payments, security deposits and other amounts paid to or deposited with Trustor under any such agreements, (viii) reserves, deposits, bonds, deferred payments, refunds, rebates, discounts, cost savings, escrow proceeds, sale proceeds and other

rights to the payment of money, trade names, trademarks, goodwill and all other types of intangible personal property of any kind or nature, and (ix) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property (collectively, "**Intangibles**").

Trustor further grants to Trustee and Beneficiary, pursuant to the UCC, a security interest in all present and future right, title and interest of Trustor in and to all Goods and Intangibles and all of the Trust Estates described above in which a security interest may be created under the UCC (collectively, the "**Personal Property**"). This Deed of Trust constitutes a security agreement under the UCC, conveying a security interest in the Personal Property to Trustee and Beneficiary. Trustee and Beneficiary shall have, in addition to all rights and remedies provided herein, all the rights and remedies of a "secured party" under the UCC and other applicable California law. Trustor covenants and agrees that this Deed of Trust constitutes a fixture filing under Sections 9313 and 9402(6) of the UCC.

FOR THE PURPOSE OF SECURING, in such order of priority as Beneficiary may elect, the following: (a) payment of that certain Land Promissory Note dated _____, 202_ in the original principal amount of Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000.00) [or appraised amount] (the "**Land Note**"), (b) payment of that certain Project Promissory Note dated _____, 202_ in the original principal amount of One Million Dollars (\$1,000,000.00) (the "**Project Note**", and together with the Land Note referred to herein as the "**Notes**"); and (c) due, prompt and complete observance, performance and discharge of each and every monetary and non-monetary condition, obligation, covenant and agreement contained herein or contained in the Affordable Housing Agreement. The Affordable Housing Agreement, that certain Regulatory Agreement (Lincoln Avenue Apartments) dated _____, 2020, for reference purposes only, between the Trustor and the Beneficiary ("**Regulatory Agreement**") and the Notes (collectively, "**Secured Obligations**") and all of their terms are incorporated herein by reference and this conveyance shall secure any and all extensions, amendments, modifications or renewals thereof, however evidenced.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

1. That Trustor shall perform its obligations as set forth in the Secured Obligations at the time and in the manner respectively provided therein;
2. That Trustor shall not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed;
3. That the Secured Obligations are incorporated in and made a part of this Deed of Trust. Upon default of a Secured Obligation, and after the giving of notice and the expiration of any applicable cure period, the Beneficiary, at its option, may declare the whole of the indebtedness secured hereby to be due and payable. This Deed of Trust shall cover, and the property subject hereto shall include, all property now or hereafter affixed or attached to or incorporated upon the Subject Property in, to or under which Trustor now has or hereafter acquires any right, title or interest, which, to the fullest extent permitted by law, shall be deemed

fixtures and a part of the Subject Property. To the extent any of the property subject to this Deed of Trust consists of rights in action or personal property covered by the UCC, this Deed of Trust shall also constitute a security agreement, and Trustor hereby grants to Beneficiary, as secured party, a security interest in such property, including all proceeds thereof, for the purpose of securing the Secured Obligations. In addition, for the purpose of securing the Secured Obligations, Trustor hereby grants to Beneficiary, as secured party, a security interest in all of the property described herein in, to, or under which Trustor now has or hereafter acquires any right, title or interest, whether present, future or contingent, including, but not limited to, all equipment, inventory, accounts, general intangibles, instruments, documents and chattel paper, as those terms are defined in the UCC, and all other personal property of any kind (including, without limitation, money and rights to the payment of money), whether now existing or hereafter created, that are now or at any time hereafter (i) in the possession or control of Beneficiary in any capacity; (ii) erected upon, attached to or appurtenant to the Subject Property; (iii) located or used on the Subject Property or identified for use on the Subject Property (whether stored on the Subject Property or elsewhere); or (iv) used in connection with, arising from, related to, or associated with the Subject Property or any of the personal property described herein, the construction of any improvements on the Subject Property, the ownership, development, maintenance, management or operation of the Subject Property, the use or enjoyment of the Subject Property or the operation of any business conducted thereon, including, without limitation, all such property described as the Trust Estate hereinabove. The security interests granted in this Paragraph 3 are hereinafter severally and collectively called the "Security Interest". The Security Interest shall be self-operative with respect to the real property described herein but Trustor shall execute and deliver on demand such additional security agreements, financing statements and other instruments as may be requested in order to impose the Security Interest more specifically upon the real and personal property encumbered hereby. The Security Interest, at all times, shall be prior to any other interest in the personal property encumbered hereby. Trustor shall act and perform as necessary and shall execute and file all security agreements, financing statements, continuation statements and other documents requested by Beneficiary to establish, maintain and continue the perfected Security Interest. Trustor, on demand, shall promptly pay all costs and expenses of filing and recordation, to ensure the continued priority of the Security Interest. Trustor shall not sell, transfer, assign or otherwise dispose of any personal property encumbered hereby without obtaining the prior written consent of Beneficiary, except that the Trustor may, in the ordinary course of business, replace personal property or dispose of personal property that will not be replaced because of its obsolescence. Unless Beneficiary then agrees otherwise in writing, all proceeds from any permitted sale or disposition in excess of that required for full replacement shall be paid to Beneficiary to be applied on the Notes subject to the rights of any senior lenders. Although proceeds of personal property are covered hereby, this shall not be construed to mean that Beneficiary consents to any sale of such personal property. Upon its recordation in the real property records of Orange County, this Deed of Trust shall be effective as a financing statement filed as a fixture filing. In addition, a carbon, photostatic or other reproduced copy of this Deed of Trust and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement;

4. That all rents, profits and income from the property covered by this Deed of Trust are hereby assigned to the Beneficiary for the purpose of discharging the debt hereby secured. Permission is hereby given to Trustor so long as no default exists hereunder after the giving of

notice and the expiration of any applicable cure period, to collect such rents, profits and income for use in accordance with the provisions of the Secured Obligations;

5. That upon default hereunder or under the aforementioned agreements, and after the giving of notice and the expiration of any applicable cure period, Beneficiary shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom;

6. That Trustor will keep the improvements now existing or hereafter erected on the Subject Property insured against loss by fire and such other hazards, casualties, and contingencies as may be required by applicable provisions of the Secured Obligations, and all such insurance shall be evidenced by standard fire and extended coverage insurance policy or policies. Such policies shall be endorsed with standard mortgage clause with loss payable to the Beneficiary and certificates thereof together with copies of original policies, if requested, shall be deposited with the Beneficiary;

7. To pay before delinquency any taxes and assessments affecting said Property; to pay, when due, all encumbrances, charges and liens, with interest, on said Property or any part thereof which appear to be prior or superior hereto; and to pay all costs, fees, and expenses of this trust. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall not be required to pay and discharge any such tax, assessment charge or levy so long as Trustor is contesting the legality thereof in good faith and by appropriate proceedings, and Trustor has adequate funds to pay any liabilities contested pursuant to this Paragraph 7;

8. As it is provided more specifically in the Secured Obligations, to keep said property in good condition and repair, subject to ordinary wear and tear, casualty and condemnation, not to remove or demolish any buildings thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon (subject to Trustor's right to contest the validity or applicability of laws or regulations); not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law and/or covenants, conditions and/or restrictions affecting said property; not to permit or suffer any material alteration of or addition to the buildings or improvements hereafter constructed in or upon said Subject Property without the consent of the Beneficiary;

9. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and reasonable attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear;

10. Should Trustor fail, after the giving of notice and the expiration of any applicable cure period, to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to

such extent as either may deem necessary to protect the security hereof. Following default, after the giving of notice and the expiration of any applicable cure period, Beneficiary or Trustee, being authorized to enter upon said property for such purposes, may commence, appear in and/or defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; may pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, may pay necessary expenses, employ counsel, and pay his reasonable fees;

11. Beneficiary shall have the right to pay all insurance premiums required by the Secured Obligations when due should Trustor fail to make any required premium payments. All such payments made by the Beneficiary shall be added to the sums secured hereby;

12. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, under permission given under this Deed of Trust, with interest from date of expenditure, at the highest rate of interest permitted by law;

13. That the funds to be advanced hereunder are to be used in accordance with applicable provisions of the Secured Obligations; upon the failure of Trustor to do so, after the giving of notice and the expiration of any applicable cure period, Trustor shall be in default hereunder;

14. Trustor further covenants that it will not voluntarily create, suffer, or permit to be created against the Subject Property subject to this Deed of Trust any lien or liens except as authorized by Beneficiary and/or as provided in the Secured Obligations and further that it will keep and maintain the property free from the claims of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall not be obligated to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting, provided that Trustor shall, at Beneficiary's written request, within thirty (30) days after the filing of any claim or lien (but in any event, and without any requirement that Beneficiary must first provide a written request prior to foreclosure) record in the Office of the Recorder of Orange County, a surety bond in the amount required by law to protect against a claim of lien, or provide such other security reasonably satisfactory to Beneficiary;

15. That any and all improvements made or about to be made upon the premises covered by this Deed of Trust and all plans and specifications, comply with all applicable municipal ordinances and regulations and all other applicable regulations made or promulgated, now or hereafter, by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of the applicable fire rating or inspection organization, bureau, association or office.

IT IS MUTUALLY AGREED THAT:

16. Trustor confirms that if Trustor should sell, enter into a contract of sale, convey, or in any way transfer all or any interest of Trustor in the Real Property encumbered by this Deed of Trust or suffer Trustor's title or any interest therein to be divested, whether voluntarily or

involuntarily, unless the same is a Permitted Transfer as defined in the Affordable Housing Agreement, without the prior written consent of the Beneficiary being first obtained, then Beneficiary shall have the right, at Beneficiary's sole option, to declare all sums payable under the Notes secured hereby immediately due and payable in full, irrespective of the maturity date otherwise specified in the Notes. No waiver of this right shall be effective unless in writing and signed by the Beneficiary. Consent by the Beneficiary to any one such transaction shall not be deemed a waiver of the right to require such consent to future or successive transactions. Further, upon default under one of the Secured Obligations, and after the giving of notice and the expiration of any applicable cure period provided therein, the Beneficiary, at its option, may declare the whole of the indebtedness secured hereby to be immediately due and payable in full, irrespective of the maturity date otherwise specified in the Notes;

17. As provided more specifically in the Secured Obligations, should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, subject to the rights of any senior lenders, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor which are not used to reconstruct, restore or otherwise improve the Property or part thereof that was taken or damaged, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage subject to the rights of any senior lenders. All such compensation, awards, damages, rights of action and proceeds which are not used to reconstruct, restore or otherwise improve the property or part thereof that was taken or damaged, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary subject to the rights of any senior lenders;

18. Notwithstanding Sections 16 and 17, in the event that a portion of the Property is taken for a public improvement or pursuant to a condemnation proceeding and the Qualifying Units (as defined in the Regulatory Agreement) remain intact and continue to be owned and operated by Trustor in conformance with the Affordable Housing Agreement and the Regulatory Agreement, Beneficiary shall not declare all sums due and payable under the Notes, nor shall the Beneficiary be entitled to any compensation, awards and other payments therefor, provided that such compensation, awards and other payments are used for (1) paying principal and interest owed on the Permanent Loan (as defined in the Affordable Housing Agreement), (2) making improvements to the Property that are approved by Beneficiary, in its reasonable discretion, or (3) payment of principal owing under the Notes. In the event that Trustor receives such compensation, awards or other payments and fails to expend the funds in conformance with subsections (1) and (2) this section within thirty (30) days of receipt of such funds, Trustor shall be in default under this Deed of Trust;

19. Upon default by Trustor in taking any action or in making any payments provided for herein, or in the Secured Obligations, if Trustor shall fail to perform any covenant or agreement in this Deed of Trust within thirty (30) days after written demand therefor by Beneficiary (or, in the event that more than thirty (30) days is reasonably required to cure such default, should Trustor fail to promptly commence such cure, and diligently prosecute same to completion), after the giving of notice and the expiration of any applicable cure period, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale, and of written notice of default and

of election to cause the property to be sold, which notice Trustee shall cause to be duly filed for record and Beneficiary may foreclose this Deed of Trust. Beneficiary shall also deposit with Trustee this Deed of Trust and all documents evidencing expenditures secured hereby;

20. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale. The Trustee shall apply the proceeds of sale to payment of (1) the expenses of such sale, together with the reasonable expenses of this trust including therein reasonable Trustee's fees or attorney's fees for conducting the sale, and the actual cost of publishing, recording, mailing and posting notice of the sale; (2) the cost of any search and/or other evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the maximum rate allowed by law; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto;

21. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Deed of Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee;

22. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law;

23. Upon written request of Beneficiary stating that all sums secured hereby have been paid and all obligations secured hereby have been satisfied, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto";

24. The trust created hereby is irrevocable by Trustor;

25. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall include not only the original Beneficiary hereunder but also any future successor in interest to Beneficiary. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Trustor hereunder are joint and several;

26. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee;

27. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at the address set forth in the Deed of Trust;

28. Trustor agrees at any time and from time to time, upon receipt of a written request from Beneficiary, to furnish to Beneficiary detailed statements in writing of income, rents, profits, and operating expenses of the premises, and the names of the occupants and tenants in possession, together with the expiration dates of their leases and full information regarding all rental and occupancy agreements, and the rents provided for by such leases and rental and occupancy agreements, and such other information regarding the premises and their use as may be requested by Beneficiary;

29. Trustor agrees that the obligations secured by this Deed of Trust are made expressly for the purpose of acquiring the Property, completing the construction work necessary to construct a new [55]- unit affordable housing development on the Property, as is more specifically provided in the Secured Obligations;

30. As is provided more specifically in the Secured Obligations, the obligations of Trustor thereunder are nonrecourse obligations of the Trustor. The sole recourse of Beneficiary shall be the exercise of its rights against the Property;

31. Notwithstanding specific provisions of this Deed of Trust, non-monetary performance hereunder shall not be deemed to be in default where delays or defaults are due to: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor or supplier; acts of the other party; acts or failure to act of the City of Buena Park or any other public or governmental agency or entity (except that any act or failure to act of Beneficiary shall not excuse performance by Beneficiary unless such act or failure to act is allowed or required by law); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause (a "**Force Majeure Delay**") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period

shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Deed of Trust may also be extended in writing by the Beneficiary and Trustor;

32. If the rights and liens created by this Deed of Trust shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the obligations described herein, the unsecured portion of such obligations shall be completely performed and paid prior to the performance and payment of the remaining and secured portion of the obligations, and all performance and payments made by Trustor shall be considered to have been performed and paid on and applied first to the complete payment of the unsecured portion of the obligations;

33. (a) Subject to the extensions of time set forth in Paragraph 31, and subject to the further provisions of this Paragraph 33, failure or delay by Trustor to perform any term or provision respectively required to be performed under the Secured Obligations or this Deed of Trust constitutes a default under this Deed of Trust;

(b) Beneficiary shall give written notice of default to Trustor, specifying the default complained of by the Beneficiary. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default;

(c) Any failures or delays by Beneficiary in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by Beneficiary in asserting any of its rights and remedies shall not deprive Beneficiary of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies;

(d) If an event of default occurs under the terms of this Deed of Trust, prior to exercising any remedies hereunder or thereunder, Beneficiary shall give Trustor written notice of such default. Trustor shall have a reasonable period of time after such notice is given within which to cure the default prior to exercise of remedies by Beneficiary under this Deed of Trust. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within thirty (30) days after the notice of default is first given;

(e) If an event of default occurs under the terms of the Secured Obligations, prior to exercising any remedies hereunder or thereunder, Beneficiary shall give Trustor notice of such default. As is provided more specifically in the Secured Obligations, if the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of remedies by the Beneficiary under the Secured Obligations, or this Deed of Trust. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and Trustor (i) initiates corrective action within said period, and (ii) diligently and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default.

34. This Deed of Trust shall be subject and subordinate to the terms of that certain extended use agreement executed by the Trustor in connection with the Trustor's allocation of low-income housing tax credits under Section 42 of the Code (the "**Extended Use Agreement**"). If Beneficiary or its successors or assigns (collectively, the "**Subsequent Owner**") acquires the Property by foreclosure (or instrument in lieu of foreclosure), then the "extended use period" (as defined in Section 42(h)(6)(D) of the Internal Revenue Code) shall terminate, except for the obligation of the Subsequent Owner to comply with the limitations on evictions, termination of tenancy and increase in rents for the three year period following the Subsequent Owner's acquisition of the Property, as set forth in Section 42(h)(6)(E)(ii) of the Internal Revenue Code. As provided in the Affordable Housing Agreement, upon request when appropriate, Beneficiary shall execute such documentation as is necessary to subordinate this Deed of Trust to a Senior Loan.

[Signatures on Following Page]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first set forth above.

TRUSTOR:

_____, a California limited partnership

By: _____ LLC,
a California limited liability company,
its managing general partner

By: _____,
a California nonprofit corporation, its sole member and manager

By: _____
_____, _____

By: _____ LLC,
a California limited liability company,
its developer general partner

By: C & C Development Co., LLC,
a California limited liability company, its member and manager

By: _____
Todd R. Cottle, Trustee of 2007
Todd R. Cottle and Jennifer N. Cottle
Revocable Trust, its member

[SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT A TO
DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING
(WITH ASSIGNMENT OF RENTS)
(Lincoln Avenue Apartments)

Legal Description of Subject Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 172.35 FEET OF THE WEST 802.35 FEET OF THE NORTH 340.00 FEET OF THE SOUTH 380.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 135-192-50

EXHIBIT J
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Land Note

[ATTACHED]

EXHIBIT J
J-1

**LAND PROMISSORY NOTE SECURED BY DEED OF TRUST
(Lincoln Avenue Apartments)**

Principal Amount: \$3,600,000 [or
appraised amount]

Date of Note: _____, 20__

Maker: _____ LP, a
California limited partnership

Lender: CITY OF BUENA PARK, a California
charter city and municipal corporation

Maturity Date: Fifty-five (55) years from
the date on which the Certificate of
Completion is issued

Interest Rate: One-Half Percent (0.50%)

1. Land Loan.

FOR VALUE RECEIVED, the undersigned _____ LP, a California limited partnership ("**Maker**"), with its principal place of business located at _____, promises to pay to the CITY OF BUENA PARK, a California charter city and municipal corporation (the "**City**" or "**Holder**") at 6650 Beach Boulevard, Second Floor, Buena Park, California 90622, or such place as the Holder may, from time to time, designate by written notice to the Maker, the principal sum of THREE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$3,850,000), (the "**Land Loan**"), together with any accrued interest, if applicable, as set forth in this Note. This Promissory Note (the "**Note**") is made and given pursuant to that certain Affordable Housing Disposition and Development Agreement (Lincoln Avenue Apartments) between the City and Maker's predecessor-in-interest, dated _____, 2021 (the "**Affordable Housing Agreement**"). The Affordable Housing Agreement is incorporated herein by this reference. All initially capitalized terms used but not defined herein shall have the meanings given to them in the Affordable Housing Agreement. The Land Loan is made for the conveyance of the Property by City to Maker in accordance with the terms and conditions of the Affordable Housing Agreement.

2. Term of Loan and Right of Prepayment.

a. Maturity Date. All accrued interest, if any, and principal shall be due and payable in full without any further demand or notice fifty-five (55) years from the date on which the Certificate of Completion is recorded pursuant to the Affordable Housing Agreement ("**Maturity Date**").

b. Prepayment. This Note may be prepaid in whole or in part at any time and from time to time without penalty or premium.

3. Security for Note.

This Note is secured by a Deed of Trust executed by Maker which creates a lien on that certain real property as described therein and in the Affordable Housing Agreement.

4. Interest Calculation.

The principal outstanding under this Note shall accrue simple interest at the rate of one-half percent (0.50%) per annum, except in the case of Default as set forth in Section 9 of this Note. Principal and interest shall be payable in lawful money of the United States of America. If applicable, interest shall be computed based on an actual day year and the actual number of days elapsed. Interest shall commence on amounts disbursed hereunder from the date of disbursement.

5. Annual Payment.

Following completion of the Project as evidenced by the issuance by the City of a Certificate of Completion as set forth in the Affordable Housing Agreement, and continuing each year thereafter until the Maturity Date, a portion of the Residual Receipts (as defined below) from the Project shall be paid to Holder and applied to pay down the amounts due and owing under this Note. The payments described below shall be paid to Holder no later than April 1 each year, with the first payment due on the April 1 following the issuance of a Certificate of Occupancy for the Project, and continuing each year thereafter.

a. Annual Payments from Residual Receipts. Maker shall make repayments of the outstanding principal and accrued interest, if any, equal to the City's Land Percentage of Fifty Percent (50%) of the Residual Receipts from the Project as repayment of amounts due and owing under this Note. For the purposes of this Note, "**City's Land Percentage**" means the percentage calculated by dividing (1) the original principal amount of the Land Loan actually disbursed to Borrower by (2) the sum of Total Assistance from all other government entities **[to calculate prorata amount – need to include City Assistance in Total Assistance – if not, the City percentages together with any other soft loans percentages will add up to more than 100% of all soft loans]** obtained by the Borrower, to the extent not requiring a mandatory debt service payment. "**Total Assistance**" means the original principal amounts of loans and grants made by the other government entities plus the cumulative value of Project Based Section 8 or similar housing vouchers provided by the other government entities.

Such annual payments shall be accompanied by the Maker's report of Residual Receipts. The Maker shall provide the Holder with the audited financial statement provided for in Section 6, and any other documentation reasonably requested by Holder to substantiate the Maker's determination of Residual Receipts.

All payments made hereunder shall be credited first to any accrued but unpaid interest (if applicable), then to current interest due and owing and lastly to principal. Interest not paid current each year shall be added to and thereafter be considered additional principal due hereunder.

Notwithstanding the foregoing, the entire outstanding balance of principal and any interest owing under this Note shall be due and payable in full fifty-five (55) years from the date on which the Certificate of Completion is recorded pursuant to the Affordable Housing Agreement.

Prior to any sale of all or any portion of the Project, or Refinancing of all or any portion of the outstanding debt from the Project, and so long as there is any outstanding amount due and owing under this Note, Maker shall notify Holder of any such proposed or intended sale or Refinancing. In such event, Maker and Holder shall meet and confer, and shall use good faith efforts, to determine the feasibility of the payoff or restructuring of the remaining balance owing under this Note as part of any such sale or Refinancing to provide for repayment of this Note sooner than the fifty-five (55) year repayment period.

b. Definition of Residual Receipts. For the purposes of this Note, "**Residual Receipts**" shall mean the sum of money computed as follows:

(i) All rents, revenues, consideration or income (of any form) received by Maker in connection with or relating to the ownership or operation of the Project, including any net revenue derived from any Refinancing of the Project and any revenue from contributions, loans or grants which is not required to meet future Project obligations (but excluding tenants' security deposits, partner capital contributions and similar advances) ("**Gross Revenue**") less all of the following: all customary and reasonable costs (i.e., mandatory (hard) mortgage payments) and expenses reasonably and actually incurred in connection with the operation and maintenance of the Project, including but not limited to premiums for property and liability insurance; utility services not paid directly by tenants; maintenance and repair; security services and payments for social/supportive services; any adjuster payments to the investor limited partner required under Maker's partnership agreement; payment of principal or interest on any indebtedness of Maker to any affiliate of Maker (individual or entity) or partner of Maker to repay completion, operating deficit or other loans relating to the Project; asset management fee payable to the limited partner of Maker in an amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); partnership management fee payable to Maker, not to exceed the amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); reasonable property management fees not to exceed 8% of gross revenue; deferred developer fee in an amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); amounts (approved by Holder) expended to restore the Project after a casualty loss or condemnation; reasonable and customary cost for accounting and auditing the books and records of the Project; taxes; franchise tax filing fees; and any other reserves reasonably required by the investors or the lenders approved by the City for the Project (collectively "**Operating Expenses**").

(ii) Notwithstanding the generality of the foregoing, the following items are not expenses or deductible in computing Residual Receipts: depreciation, cost recovery, amortization and similar items which do not involve the expenditure of cash.

6. Audited Financial Statement.

Maker shall annually provide Holder with an audited financial statement documenting the calculation of Residual Receipts for the previous calendar year ending December 31. The audited financial statement shall be provided on or before April 1, together with payment of the Residual Receipts payment due to Holder. Holder shall have the right to inspect and audit Maker's books and records concerning the calculation of the Residual Receipts Payment and to object within ninety (90) days from receipt of Maker's statement. Failure to timely object shall

be deemed acceptance. If Holder does object, Holder shall specify the reasons for disapproval. Maker shall have thirty (30) days to reconcile any disapproved item. If Maker and Holder cannot agree on the amount of the Residual Receipts payment, an independent auditor mutually selected by Maker and Holder shall resolve any disputed items. The cost of the auditor shall be shared equally by Maker and Holder.

7. Annual Budget.

Maker shall prepare and submit to Holder a proposed annual operating budget for the management and operation of the Project ("**Annual Budget**") no later than 60 days preceding the effective year of such budget. The Annual Budget shall include the projected Gross Revenue and Operating Expenses for the year and a line item showing the projected Residual Receipts from the Project for the year. Holder will review the Annual Budget and, if acceptable, approve it, which approval shall not be unreasonably withheld. If the Annual Budget is not acceptable, Holder shall specify the reasons for disapproval. The intent of this section is to provide Holder an opportunity to disapprove any unreasonable expenses which would diminish the Residual Receipts from the Project. Once approved, any changes to the Annual Budget which exceed ten percent (10%) of the total Annual Budget shall require Holder's prior written consent, which consent shall not be unreasonably withheld.

8. Acceleration Upon Certain Events or Upon Default.

In the event of any Default under the terms of this Note, the Affordable Housing Agreement or the Regulatory Agreement, the Deed of Trust which is the security for this Note, or under any Senior loans, notes or deeds of trust, at the option of the Holder and after notice to the Maker, providing Maker with thirty (30) days in which to cure any Default, and such Default not having been cured within thirty (30) days (or if a greater amount of time is reasonably necessary to effect a cure, if actions to cure such Default are not undertaken within said thirty (30) day period and pursued with reasonable diligence thereafter), all principal and interest due under this Note shall immediately become due and payable, upon thirty (30) day written notice from the Holder to the Maker. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent Default.

Should the undersigned Maker agree to or sell, convey, transfer, or dispose of the real property described in the Deed of Trust securing this Note or any part thereof or interest therein, without first obtaining the prior written consent of the Holder (except for a Permitted Transfer, as defined in the Affordable Housing Agreement), then, at the option of the Holder, all principal and interest due hereunder shall immediately become due and payable upon thirty (30) days written notice from the Holder to the Maker. Consent to one transaction of this type will not constitute a waiver of the right to require consent to future or successive transactions.

Notwithstanding the generality of the foregoing, certain transfers permitted under the Affordable Housing Agreement shall not constitute a Default hereunder or under the Affordable Housing Agreement, and any such action shall not accelerate the maturity of this Promissory Note, provided that any transfer is either a Permitted Transfer as defined in the Affordable Housing Agreement or is reasonably acceptable to the City with reasonable promptness, and any

transferee under such a transfer agrees to be bound by any and all instruments in favor of the City.

9. Interest on Default.

From and after a Default, the entire outstanding principal balance of this Note shall automatically bear an annual interest rate equal to the lesser of: (a) eight percent (8%) compounding annually; or (b) the maximum interest rate allowed by law.

10. Costs Paid by Maker.

Maker agrees to pay the following costs, expenses and attorneys fees paid or incurred by the Holder of this Note, or as adjudged by a court of competent jurisdiction: (a) reasonable costs of collection, costs and expenses and attorneys fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed; and (b) costs of suit in such sum as the court may adjudge reasonable as attorneys fees in any action to enforce payment of this instrument.

11. Waiver.

Maker hereby waives diligence, presentment, protest and demand, notice of protest, dishonor and nonpayment of this instrument, and expressly agrees that, without in any way affecting the liability of Maker hereunder, the Holder hereof may extend the Maturity Date or the time for payment of any installment due hereunder, accept additional security, release any party liable hereunder or release any security now or hereafter securing this Note. Maker hereby waives, to the fullest extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this instrument or any deed of trust, security agreement, guarantee or other agreement now or hereafter securing this Note.

12. Indemnification.

Maker shall indemnify, defend, protect and hold the City harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense, including, without limitation, reasonable attorneys fees and expenses incurred by the Holder hereof, arising as a result of any (i) fraud or material misrepresentation by the Maker under or in connection with the Affordable Housing Agreement or related agreements; (ii) intentional bad faith waste of the real property encumbered by the deed of trust which secures this Note; and (iii) losses resulting from Maker's failure to maintain insurance as required under the provisions of the deed of trust securing this Note and the Affordable Housing Agreement.

13. Nonrecourse.

This Note shall become a nonrecourse obligation of Maker on the date that Maker files a valid and timely Notice of Completion for the Project and the Holder must resort only to the Project or the Property, or both, for repayment should the Maker fail to repay the sums evidenced hereby. At such time as this Note becomes nonrecourse, neither Maker nor any of its general and limited partner shall have any personal liability for repayment of the Land Loan and no deficiency judgment may be obtained against Maker or any of its general and limited partners

except for actual or constructive fraud, material misrepresentation, intentional bad faith waste of or on the Project and such other matters as are referred to below. Notwithstanding the generality of the foregoing, however, Maker shall indemnify, defend, protect and hold Holder harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense, including, without limitation, reasonable attorneys' fees and expenses incurred by the Holder arising as a result of any (i) fraud or material misrepresentation by the Maker under or in connection with the Affordable Housing Agreement or any other agreements or documents provided in connection therewith; (ii) intentional bad faith waste of the Property encumbered by the deed of trust which secures this Note; and (iii) losses resulting from Maker's failure to maintain insurance as required under the provisions of the deed of trust securing this Note. Maker's obligation to indemnify the Holder hereof as aforesaid shall be recourse obligations of the Maker, and in the event of any breach of such obligations, the Holder shall have the right to proceed directly against the Maker to recover any and all losses, damages, liability, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) and may bring any action and institute any proceeding to obtain a deficiency judgment in or following foreclosure for any and all such losses, damages, liabilities, costs and expenses resulting from such breach.

14. Severability.

If any provision of this Note is determined by a court of competent jurisdiction to be void or unenforceable, such determination shall not affect any other provision of this instrument, and all other provisions hereof shall remain valid and in full force and effect.

15. Non-Waiver.

No delay in demanding or failure to demand performance hereunder shall constitute a waiver by the Holder hereof of its right to subsequently demand such performance or to exercise any remedies for any Default hereunder. Further, in order to be effective, any waiver of any of the Holder's rights and remedies hereunder shall be expressed in a writing signed by a duly appointed representative of the Holder hereof. Further, waiver by the Holder hereof of any right hereunder shall not constitute a waiver of any other right, including, but not limited to, the right to exercise any and all remedies for a different or subsequent event of Default hereunder.

[Signatures on Following Page]

MAKER:

_____ LP, a California limited partnership

By: _____ LLC,
a California limited liability company,
its managing general partner

By: _____,
a California nonprofit corporation, its sole member and manager

By: _____
_____, _____

By: _____ LLC,
a California limited liability company,
its developer general partner

By: C & C Development Co., LLC,
a California limited liability company, its sole member and manager

By: _____
Todd R. Cottle, Trustee of 2007
Todd R. Cottle and Jennifer N. Cottle
Revocable Trust, its member

EXHIBIT K
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Project Note

[ATTACHED]

EXHIBIT K
K-1

**PROJECT PROMISSORY NOTE SECURED BY DEED OF TRUST
(Lincoln Avenue Apartments)**

Principal Amount: \$1,000,000

Date of Note: _____, 20__

Maker: _____ LP, a
California limited partnership

Lender: CITY OF BUENA PARK, a California
charter city and municipal corporation

Maturity Date: Fifty-five (55) years from
the date on which the Certificate of
Completion is issued

Interest Rate: One-Half Percent (0.50%)

1. Project Loan.

FOR VALUE RECEIVED, the undersigned _____ LP, a California limited partnership ("**Maker**"), with its principal place of business located at _____, promises to pay to the CITY OF BUENA PARK, a California charter city and municipal corporation (the "**City**" or "**Holder**") at 6650 Beach Boulevard, Second Floor, Buena Park, California 90622, or such place as the Holder may, from time to time, designate by written notice to the Maker, the principal sum of ONE MILLION DOLLARS (\$1,000,000), (the "**Project Loan**"), together with any accrued interest, if applicable, as set forth in this Note. This Promissory Note (the "**Note**") is made and given pursuant to that certain Affordable Housing Disposition and Development Agreement (Lincoln Avenue Apartments) between the City and Maker's predecessor-in-interest, dated _____, 2021 (the "**Affordable Housing Agreement**"). The Affordable Housing Agreement is incorporated herein by this reference. All initially capitalized terms used but not defined herein shall have the meanings given to them in the Affordable Housing Agreement. The Project Loan is made for the conveyance of the Property by City to Maker in accordance with the terms and conditions of the Affordable Housing Agreement.

2. Term of Loan and Right of Prepayment.

a. Maturity Date. All accrued interest, if any, and principal shall be due and payable in full without any further demand or notice fifty-five (55) years from the date on which the Certificate of Completion is recorded pursuant to the Affordable Housing Agreement ("**Maturity Date**").

b. Prepayment. This Note may be prepaid in whole or in part at any time and from time to time without penalty or premium.

3. Security for Note.

This Note is secured by a Deed of Trust executed by Maker which creates a lien on that certain real property as described therein and in the Affordable Housing Agreement.

4. Interest Calculation.

The principal outstanding under this Note shall accrue simple interest at the rate of one-half percent (0.50%) per annum, except in the case of Default as set forth in Section 9 of this Note. Principal and interest shall be payable in lawful money of the United States of America. If applicable, interest shall be computed based on an actual day year and the actual number of days elapsed. Interest shall commence on amounts disbursed hereunder from the date of disbursement.

5. Annual Payment.

Following completion of the Project as evidenced by the issuance by the City of a Certificate of Completion as set forth in the Affordable Housing Agreement, and continuing each year thereafter until the Maturity Date, a portion of the Residual Receipts (as defined below) from the Project shall be paid to Holder and applied to pay down the amounts due and owing under this Note. The payments described below shall be paid to Holder no later than April 1 each year, with the first payment due on the April 1 following the issuance of a Certificate of Occupancy for the Project, and continuing each year thereafter.

a. Annual Payments from Residual Receipts. Maker shall make repayments of the outstanding principal and accrued interest, if any, equal to the City's Project Percentage of Fifty Percent (50%) of the Residual Receipts from the Project as repayment of amounts due and owing under this Note. For the purposes of this Note, "**City's Project Percentage**" means the percentage calculated by dividing (1) the original principal amount of the Project Loan actually disbursed to Borrower by (2) the sum of Total Assistance from all other government entities obtained by the Borrower, to the extent not requiring a mandatory debt service payment. "**Total Assistance**" means the original principal amounts of loans and grants made by the other government entities plus the cumulative value of Project Based Section 8 or similar housing vouchers provided by the other government entities.

Such annual payments shall be accompanied by the Maker's report of Residual Receipts. The Maker shall provide the Holder with the audited financial statement provided for in Section 6, and any other documentation reasonably requested by Holder to substantiate the Maker's determination of Residual Receipts.

All payments made hereunder shall be credited first to any accrued but unpaid interest (if applicable), then to current interest due and owing and lastly to principal. Interest not paid current each year shall be added to and thereafter be considered additional principal due hereunder.

Notwithstanding the foregoing, the entire outstanding balance of principal and any interest owing under this Note shall be due and payable in full fifty-five (55) years from the date on which the Certificate of Completion is recorded pursuant to the Affordable Housing Agreement.

Prior to any sale of all or any portion of the Project, or Refinancing of all or any portion of the outstanding debt from the Project, and so long as there is any outstanding amount due

and owing under this Note, Maker shall notify Holder of any such proposed or intended sale or Refinancing. In such event, Maker and Holder shall meet and confer, and shall use good faith efforts, to determine the feasibility of the payoff or restructuring of the remaining balance owing under this Note as part of any such sale or Refinancing to provide for repayment of this Note sooner than the fifty-five (55) year repayment period.

b. Definition of Residual Receipts. For the purposes of this Note, "**Residual Receipts**" shall mean the sum of money computed as follows:

(i) All rents, revenues, consideration or income (of any form) received by Maker in connection with or relating to the ownership or operation of the Project, including any net revenue derived from any Refinancing of the Project and any revenue from contributions, loans or grants which is not required to meet future Project obligations (but excluding tenants' security deposits, partner capital contributions and similar advances) ("**Gross Revenue**") less all of the following: all customary and reasonable costs (i.e., mandatory (hard) mortgage payments) and expenses reasonably and actually incurred in connection with the operation and maintenance of the Project, including but not limited to premiums for property and liability insurance; utility services not paid directly by tenants; maintenance and repair; security services and payments for social/supportive services; any adjuster payments to the investor limited partner required under Maker's partnership agreement; payment of principal or interest on any indebtedness of Maker to any affiliate of Maker (individual or entity) or partner of Maker to repay completion, operating deficit or other loans relating to the Project; asset management fee payable to the limited partner of Maker in an amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); partnership management fee payable to Maker, not to exceed the amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); reasonable property management fees not to exceed 8% of gross revenue; deferred developer fee in an amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); amounts (approved by Holder) expended to restore the Project after a casualty loss or condemnation; reasonable and customary cost for accounting and auditing the books and records of the Project; taxes; franchise tax filing fees; and any other reserves reasonably required by the investors or the lenders approved by the City for the Project (collectively "**Operating Expenses**").

(ii) Notwithstanding the generality of the foregoing, the following items are not expenses or deductible in computing Residual Receipts: depreciation, cost recovery, amortization and similar items which do not involve the expenditure of cash.

6. Audited Financial Statement.

Maker shall annually provide Holder with an audited financial statement documenting the calculation of Residual Receipts for the previous calendar year ending December 31. The audited financial statement shall be provided on or before April 1, together with payment of the Residual Receipts payment due to Holder. Holder shall have the right to inspect and audit Maker's books and records concerning the calculation of the Residual Receipts Payment and to object within ninety (90) days from receipt of Maker's statement. Failure to timely object shall be deemed acceptance. If Holder does object, Holder shall specify the reasons for disapproval. Maker shall have thirty (30) days to reconcile any disapproved item. If Maker and Holder

cannot agree on the amount of the Residual Receipts payment, an independent auditor mutually selected by Maker and Holder shall resolve any disputed items. The cost of the auditor shall be shared equally by Maker and Holder.

7. Annual Budget.

Maker shall prepare and submit to Holder a proposed annual operating budget for the management and operation of the Project ("**Annual Budget**") no later than 60 days preceding the effective year of such budget. The Annual Budget shall include the projected Gross Revenue and Operating Expenses for the year and a line item showing the projected Residual Receipts from the Project for the year. Holder will review the Annual Budget and, if acceptable, approve it, which approval shall not be unreasonably withheld. If the Annual Budget is not acceptable, Holder shall specify the reasons for disapproval. The intent of this section is to provide Holder an opportunity to disapprove any unreasonable expenses which would diminish the Residual Receipts from the Project. Once approved, any changes to the Annual Budget which exceed ten percent (10%) of the total Annual Budget shall require Holder's prior written consent, which consent shall not be unreasonably withheld.

8. Acceleration Upon Certain Events or Upon Default.

In the event of any Default under the terms of this Note, the Affordable Housing Agreement or the Regulatory Agreement, the Deed of Trust which is the security for this Note, or under any Senior loans, notes or deeds of trust, at the option of the Holder and after notice to the Maker, providing Maker with thirty (30) days in which to cure any Default, and such Default not having been cured within thirty (30) days (or if a greater amount of time is reasonably necessary to effect a cure, if actions to cure such Default are not undertaken within said thirty (30) day period and pursued with reasonable diligence thereafter), all principal and interest due under this Note shall immediately become due and payable, upon thirty (30) day written notice from the Holder to the Maker. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent Default.

Should the undersigned Maker agree to or sell, convey, transfer, or dispose of the real property described in the Deed of Trust securing this Note or any part thereof or interest therein, without first obtaining the prior written consent of the Holder (except for a Permitted Transfer, as defined in the Affordable Housing Agreement), then, at the option of the Holder, all principal and interest due hereunder shall immediately become due and payable upon thirty (30) days written notice from the Holder to the Maker. Consent to one transaction of this type will not constitute a waiver of the right to require consent to future or successive transactions.

Notwithstanding the generality of the foregoing, certain transfers permitted under the Affordable Housing Agreement shall not constitute a Default hereunder or under the Affordable Housing Agreement, and any such action shall not accelerate the maturity of this Promissory Note, provided that any transfer is either a Permitted Transfer as defined in the Affordable Housing Agreement or is reasonably acceptable to the City with reasonable promptness, and any transferee under such a transfer agrees to be bound by any and all instruments in favor of the City.

9. Interest on Default.

From and after a Default, the entire outstanding principal balance of this Note shall automatically bear an annual interest rate equal to the lesser of: (a) eight percent (8%) compounding annually; or (b) the maximum interest rate allowed by law.

10. Costs Paid by Maker.

Maker agrees to pay the following costs, expenses and attorneys fees paid or incurred by the Holder of this Note, or as adjudged by a court of competent jurisdiction: (a) reasonable costs of collection, costs and expenses and attorneys fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed; and (b) costs of suit in such sum as the court may adjudge reasonable as attorneys fees in any action to enforce payment of this instrument.

11. Waiver.

Maker hereby waives diligence, presentment, protest and demand, notice of protest, dishonor and nonpayment of this instrument, and expressly agrees that, without in any way affecting the liability of Maker hereunder, the Holder hereof may extend the Maturity Date or the time for payment of any installment due hereunder, accept additional security, release any party liable hereunder or release any security now or hereafter securing this Note. Maker hereby waives, to the fullest extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this instrument or any deed of trust, security agreement, guarantee or other agreement now or hereafter securing this Note.

12. Indemnification.

Maker shall indemnify, defend, protect and hold the City harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense, including, without limitation, reasonable attorneys fees and expenses incurred by the Holder hereof, arising as a result of any (i) fraud or material misrepresentation by the Maker under or in connection with the Affordable Housing Agreement or related agreements; (ii) intentional bad faith waste of the real property encumbered by the deed of trust which secures this Note; and (iii) losses resulting from Maker's failure to maintain insurance as required under the provisions of the deed of trust securing this Note and the Affordable Housing Agreement.

13. Nonrecourse.

This Note shall become a nonrecourse obligation of Maker on the date that Maker files a valid and timely Notice of Completion for the Project and the Holder must resort only to the Project or the Property, or both, for repayment should the Maker fail to repay the sums evidenced hereby. At such time as this Note becomes nonrecourse, neither Maker nor any of its general and limited partner shall have any personal liability for repayment of the Project Loan and no deficiency judgment may be obtained against Maker or any of its general and limited partners except for actual or constructive fraud, material misrepresentation, intentional bad faith waste of or on the Project and such other matters as are referred to below. Notwithstanding the generality of the foregoing, however, Maker shall indemnify, defend, protect and hold Holder harmless

from and against any and all loss, damage, liability, action, cause of action, cost or expense, including, without limitation, reasonable attorneys' fees and expenses incurred by the Holder arising as a result of any (i) fraud or material misrepresentation by the Maker under or in connection with the Affordable Housing Agreement or any other agreements or documents provided in connection therewith; (ii) intentional bad faith waste of the Property encumbered by the deed of trust which secures this Note; and (iii) losses resulting from Maker's failure to maintain insurance as required under the provisions of the deed of trust securing this Note. Maker's obligation to indemnify the Holder hereof as aforesaid shall be recourse obligations of the Maker, and in the event of any breach of such obligations, the Holder shall have the right to proceed directly against the Maker to recover any and all losses, damages, liability, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) and may bring any action and institute any proceeding to obtain a deficiency judgment in or following foreclosure for any and all such losses, damages, liabilities, costs and expenses resulting from such breach.

14. Severability.

If any provision of this Note is determined by a court of competent jurisdiction to be void or unenforceable, such determination shall not affect any other provision of this instrument, and all other provisions hereof shall remain valid and in full force and effect.

15. Non-Waiver.

No delay in demanding or failure to demand performance hereunder shall constitute a waiver by the Holder hereof of its right to subsequently demand such performance or to exercise any remedies for any Default hereunder. Further, in order to be effective, any waiver of any of the Holder's rights and remedies hereunder shall be expressed in a writing signed by a duly appointed representative of the Holder hereof. Further, waiver by the Holder hereof of any right hereunder shall not constitute a waiver of any other right, including, but not limited to, the right to exercise any and all remedies for a different or subsequent event of Default hereunder.

[Signatures on Following Page]

MAKER:

_____ LP, a California limited partnership

By: _____ LLC,
a California limited liability company,
its managing general partner

By: _____,
a California nonprofit corporation, its sole member and manager

By: _____
_____, _____

By: _____ LLC,
a California limited liability company,
its developer general partner

By: C & C Development Co., LLC,
a California limited liability company, its sole member and manager

By: _____
Todd R. Cottle, Trustee of 2007
Todd R. Cottle and Jennifer N. Cottle
Revocable Trust, its member

EXHIBIT L
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Project Budget

Version: Based on 7/15/2021 KMA Analysis

SOURCES OF FUNDS

PERMANENT SOURCES

	Amount	Total Interest	Term (Yrs)	Comments
Tax-Exempt Tranche A	\$6,816,230	4.20%	40	
Tax-Exempt Tranche B	\$1,674,220	4.20%	20	
CalHFA - SNHP	\$1,574,810	3.00%	55	
City of Buena Park Land Loan	\$3,850,000	0.50%	55	SB 341 Funds
City of Buena Park Dev. Loan	\$1,000,000	0.50%	55	SB 341 Funds
County Loan	\$567,000	3.00%	55	
Deferred Developer Fee	\$800,000			
General Partner Equity	\$100			
Limited Partner Equity	\$7,191,019			Credit Price: \$0.91
State Tax Credits	\$1,357,139			Credit Price: \$0.75
TOTAL	\$24,830,518			
vs. TDC	\$24,830,518			
Financing Surplus/(Gap)	\$0			

CONSTRUCTION SOURCES

	Amount	Total Interest	Term (Mnts)	Comments
Tax Exempt Const. Loan	\$12,400,000	3.75%	30	Bonds sized at 52.19% of Aggregate Basis
CalHFA - SNHP	\$1,574,810	3.00%	30	
City of Buena Park Land Loan	\$3,850,000	0.50%	30	
City of Buena Park Dev. Loan	\$1,000,000		30	
Deferred Developer Fee	\$800,000			
General Partner Equity	\$100			
Limited Partner Equity	\$3,524,466			41.23% of Total Equity.
Dev. Fee Deferred Until Completion	\$1,332,802			
Other Costs Deferred Until Completion	\$348,340			Refer to Development Budget for Details.
TOTAL	\$24,830,518			
vs. TDC	\$24,830,518			
Financing Surplus/(Gap)	\$0			

Version: Based on 7/15/2021 KMA Analysis

DEVELOPMENT BUDGET

Item	Total Project Costs	Depreciable Residential	Non - Depreciable	Amortize	Expense	Construction /Rehab Basis	Aggregate Basis
ACQUISITION							
Land	\$3,850,000	\$0	\$3,850,000				\$3,850,000
Demolition	\$150,000	\$0	\$150,000				\$150,000
Subtotal Acquisition	\$4,000,000	\$0	\$4,000,000	\$0	\$0	\$0	\$4,000,000
CONSTRUCTION							
Residential Structures	\$10,008,403	\$10,008,403				\$10,008,403	\$10,008,403
Site Work	\$850,000	\$850,000				\$850,000	\$850,000
General Requirement	\$440,336	\$440,336				\$440,336	\$440,336
GC Overhead	\$440,336	\$440,336				\$440,336	\$440,336
Contractor Profit	\$660,504	\$660,504				\$660,504	\$660,504
Builder's Risk & Liability Insurance	\$250,000	\$250,000				\$250,000	\$250,000
Construction Contingency	\$550,421	\$550,421				\$550,421	\$550,421
Subtotal Construction	\$13,200,000	\$13,200,000	\$0	\$0	\$0	\$13,200,000	\$13,200,000
SOFT COSTS							
Local Development Impact Fees	\$1,375,000	\$1,375,000				\$1,375,000	\$1,375,000
Local Permit Processing Fees	\$350,000	\$350,000				\$350,000	\$350,000
Environmental Studies	\$50,300	\$0	\$50,300			\$0	\$0
Appraisal & Market Study	\$25,000	\$17,500	\$7,500			\$17,500	\$17,500
Engineering	\$350,000	\$350,000				\$350,000	\$350,000
Architectural Design & Supervision	\$700,000	\$700,000				\$700,000	\$700,000
Syndication Consultant	\$65,000	\$0	\$65,000			\$0	\$0
Legal: Construction	\$35,142	\$35,142				\$35,142	\$35,142
Legal: Permanent	\$10,000	\$0		\$10,000		\$0	\$0
Legal: Organization of Partnership	\$5,000	\$0		\$5,000		\$0	\$0
Legal: Syndication	\$36,800	\$0	\$36,800			\$0	\$0
Title/Recording/Escrow - Construction	\$45,000	\$45,000				\$45,000	\$45,000
Const. Loan Interest	\$697,500	\$534,750			\$162,750	\$534,750	\$534,750
Marketing (lease-up, Advertisement, Setup)	\$85,000	\$0			\$85,000	\$0	\$0
Construction Inspection	\$15,000	\$15,000				\$15,000	\$15,000
Real Estate Taxes	\$50,000	\$38,333			\$11,667	\$38,333	\$38,333
TCAC App/Allocation - (Mont. Fee Below)	\$9,903	\$0		\$9,903		\$0	\$0
Soft Cost Contingency	\$300,000	\$300,000				\$300,000	\$300,000
Investor Due Diligence	\$55,000	\$0	\$55,000			\$0	\$0
Audit/Cost Certification	\$30,119	\$0			\$30,119	\$0	\$0
Developer Fee (Overhead)	\$644,267	\$644,267				\$644,267	\$644,267
Developer Fee (Profit)	\$1,932,802	\$1,932,802	\$0			\$1,932,802	\$1,932,802
Subtotal Soft Costs	\$6,866,833	\$6,337,794	\$214,600	\$24,903	\$289,536	\$6,337,794	\$6,337,794
COSTS DEFERRED UNTIL CONVERSION							
Title/Recording/Escrow - Permanent	\$20,000	\$0		\$20,000		\$0	\$0
Operating Reserve	\$220,200	\$0	\$220,200			\$0	\$0
Transition Reserve	\$86,000	\$0	\$86,000			\$0	\$0
TCAC Monitoring Fee	\$22,140	\$0		\$22,140		\$0	\$0
Subtotal Deferred Costs	\$348,340	\$0	\$306,200	\$42,140	\$0	\$0	\$0
FINANCING COSTS							
Issuer Origination Fee (CMFA)	\$23,250	\$0		\$23,250		\$0	\$0
Issuer Counsel	\$7,500	\$0		\$7,500		\$0	\$0
Bond Counsel	\$55,000	\$0		\$55,000		\$0	\$0
Constr. Lender Orig. Fees	\$124,000	\$124,000				\$124,000	\$124,000
Constr. Lender Expense	\$11,875	\$11,875				\$11,875	\$11,875
Constr. Lender Legal	\$50,000	\$50,000				\$50,000	\$50,000
Perm Lender Orig. Fees	\$68,162			\$68,162		\$0	\$0
Perm Lender Fees	\$15,000			\$15,000		\$0	\$0
Perm Lender Legal	\$5,000			\$5,000		\$0	\$0
CDLAC Fee	\$4,340	\$0		\$4,340		\$0	\$0
CDIAC Fee	\$1,860	\$0		\$1,860		\$0	\$0
Issuer Fee During Construction	\$15,500	\$0		\$15,500		\$0	\$0
CalHFA (SNHP) Underwriting Fee	\$15,748	\$15,748				\$15,748	\$15,748
CalHFA Fees (Administration & Tax Service)	\$3,110	\$3,110				\$3,110	\$3,110
CalHFA Annual Service Fee	\$15,000	\$15,000				\$15,000	\$15,000
Subtotal Financing Costs	\$415,345	\$219,733	\$0	\$195,612	\$0	\$219,733	\$219,733
TOTAL DEVELOPMENT COST	\$24,830,518	\$19,757,527	\$4,520,800	\$262,655	\$289,536	\$19,757,527	\$23,757,527

Version: Based on 7/15/2021 KMA Analysis

UNIT MIX & RENTAL INCOME
(Based on TCAC 2021 HCD Rent Schedule)

Avg Affordability (At Restricted AMIs): 48.70%

Utility Allowance Source: Orange County 2021				
	Heat (E)	Cook (E)	Electricity	Total
1 Bdrm	22	7	35	\$64
2 Bdrm	25	12	49	\$86
3 Bdrm	28	17	65	\$110

UNIT MIX SUMMARY		
1 Bdrm	15	27.27%
2 Bdrm	23	41.82%
3 Bdrm	17	30.91%
Total	55	100.00%

Restriction 30% AMI					25.93% Restricted					
Unit Type	Program	No. Units	Unit Sq. Ft.	Total Sq. Ft.	AMI Based on LIHTC	Gross Monthly Rents	Monthly Utility Allowance	Net Monthly Rents	TOTAL NET MON. RENTS	TOTAL ANN. NET RENTS
1 Bedroom	SNHP	10	600	6,000	11%	\$286	(\$64)	\$222	\$2,220	\$26,640
2 Bedroom	RDA Federal	2	725	1,450	24%	\$720	(\$86)	\$634	\$1,268	\$15,216
3 Bedroom	RDA Federal	2	850	1,700	24%	\$832	(\$110)	\$722	\$1,444	\$17,328
Subtotal		14						\$1,578	\$4,932	\$59,184
					Vacancy	8.57%	Effective Gross	30% AMI:	\$4,509	\$54,111

Note: City restricts all fourteen (14) 1-bedroom units. 10% vacancy for SNHP units; 5% vacancy for Other units.

Restriction 40% AMI					20.37% Restricted					
Unit Type	Program	No. Units	Unit Sq. Ft.	Total Sq. Ft.	AMI Based on LIHTC	Gross Monthly Rents	Monthly Utility Allowance	Net Monthly Rents	TOTAL NET MON. RENTS	TOTAL ANN. NET RENTS
1 Bedroom	TCAC	2	600	1,200	40%	\$1,009	(\$64)	\$945	\$1,890	\$22,680
2 Bedroom	TCAC	7	725	5,075	40%	\$1,211	(\$86)	\$1,125	\$7,875	\$94,500
3 Bedroom	TCAC	2	850	1,700	40%	\$1,399	(\$110)	\$1,289	\$2,578	\$30,936
Subtotal		11						\$3,359	\$12,343	\$148,116
					Vacancy	5.00%	Effective Gross	40% AMI:	\$11,726	\$140,710

Note: City restricts the 1- and 2-bdrm units at 59.5% AMI (Fed). Rent for these units shall be the < of TCAC 40% AMI or HCD 59.5% AMI.

Restriction 50% AMI					7.41% Restricted					
Unit Type	Program	No. Units	Unit Sq. Ft.	Total Sq. Ft.	AMI Based on LIHTC	Gross Monthly Rents	Monthly Utility Allowance	Net Monthly Rents	TOTAL NET MON. RENTS	TOTAL ANN. NET RENTS
2 Bedroom	TCAC	2	725	1,450	50%	\$1,513	(\$86)	\$1,427	\$2,854	\$34,248
3 Bedroom	TCAC	2	850	1,700	50%	\$1,748	(\$110)	\$1,638	\$3,276	\$39,312
Subtotal		4						\$3,065	\$6,130	\$73,560
					Vacancy	5.00%	Effective Gross	50% AMI:	\$5,824	\$69,882

Note:

Restriction 60% AMI					33.33% Restricted					
Unit Type	Program	No. Units	Unit Sq. Ft.	Total Sq. Ft.	AMI Based on LIHTC	Gross Monthly Rents	Monthly Utility Allowance	Net Monthly Rents	TOTAL NET MON. RENTS	TOTAL ANN. NET RENTS
2 Bedroom	TCAC	10	725	7,250	60%	\$1,816	(\$86)	\$1,730	\$17,300	\$207,600
3 Bedroom	TCAC	8	850	6,800	60%	\$2,098	(\$110)	\$1,988	\$15,904	\$190,848
Subtotal		18						\$3,718	\$33,204	\$398,448
					Vacancy	5.00%	Effective Gross	60% AMI:	\$31,544	\$378,526

Note:

Restriction 70% AMI					12.96% Restricted					
Unit Type	Program	No. Units	Unit Sq. Ft.	Total Sq. Ft.	AMI Based on LIHTC	Gross Monthly Rents	Monthly Utility Allowance	Net Monthly Rents	TOTAL NET MON. RENTS	TOTAL ANN. NET RENTS
1 Bedroom	TCAC	3	600	1,800	70%	\$1,765	(\$64)	\$1,701	\$5,103	\$61,236
2 Bedroom	TCAC	2	725	1,450	70%	\$2,119	(\$86)	\$2,033	\$4,066	\$48,792
3 Bedroom	TCAC	2	850	1,700	70%	\$2,448	(\$110)	\$2,338	\$4,676	\$56,112
Subtotal		7		4,950				\$6,072	\$13,845	\$166,140
					Vacancy	5.00%	Effective Gross	70% AMI:	\$13,153	\$157,833

Note:

Manager's Unit									
Unit Type	No. Units	Unit Sq. Ft.	Total Sq. Ft.	AMI Based on LIHTC	Gross Monthly Rents	Monthly Utility Allowance	Net Monthly Rents	TOTAL NET MON. RENTS	TOTAL ANN. NET RENTS
3 Bdrms	1	850	850	0%	\$0	\$0	\$0	\$0	\$0
Subtotal		1		850				\$0	\$0
					Vacancy	0.00%	Effective Gross	0% AMI:	\$0

Note:

TOTAL	55	40,125	Avg. Vacancy	5.25%	Gross Rents	\$70,454	\$845,448
					Effective Gross Rents	\$66,755	\$801,062

RENTAL SUBSIDY									
Source: Section 8 (8 Units)/COSR (2 Units)									
Unit Type	No. Units	Monthly Subsidy Limit	Total Subsidy Limit	Less Tenant Payments	Net Monthly Subsidy	NET ANNUAL SUBSIDY			
1 Bdrms	8 Section 8	1,700	\$13,600	(\$1,776)	\$11,824	\$141,888			
1 Bdrms	2 COSR	558	1,116.00	(444.00)	672.00	\$8,064			
Subtotal			\$14,716	(\$2,220)	\$12,496	\$149,952			
					Vacancy Factor	5.00%	Effective Gross Rent	\$11,871	\$142,454

MISCELLANEOUS INCOME			
	P/U/Month	MONTHLY	ANNUAL
Laundry	\$10.00	\$550	\$6,600
Subtotal		\$550	\$6,600
Vacancy Factor 5.00% Eff. Gross Misc. Inc.			
		\$522	\$6,270

TOTAL	Total Units	Total SF (Residential)	TOTAL EFF. GROSS INCOME	MONTHLY	ANNUAL
	55	40,125	GROSS INCOME	\$83,500	\$1,002,000
			EFF. GROSS INCOME	\$79,148	\$949,786

Version: Based on 7/15/2021 KMA Analysis

OPERATING EXPENSES

Income Summary	Vac. Factor	Residential
Gross Income		\$845,448
Avg. Gross Income Vacancy	5.25%	(\$44,386)
Operating Subsidies		\$149,952
Operating Subsidies Vacancy	5.00%	(\$7,498)
Miscellaneous Income		\$6,600
Misc. Income Reduction	5.00%	(\$330)
		\$949,786

ANNUAL OPERATING EXPENSES

General Administrative	Total	Per Unit
Advertising	\$3,000	\$55
Legal	\$4,000	\$73
Accounting/Audit	\$12,000	\$218
Office, phone, misc.	\$12,000	\$218
Maintenance Supervision	\$10,000	\$182
Services Oversight	\$8,996	\$164
Total Gen. Administrative	\$49,996	\$909
Management Fee	\$56,987	\$1,036
Utilities		
Gas	\$6,000	\$109
Electricity	\$16,000	\$291
Water & Sewer	\$26,000	\$473
Total Utilities	\$48,000	\$873
Payroll/Payroll Taxes		
On-site Manager	\$41,400	\$753
Maintenance Personnel	\$16,000	\$291
Payroll Taxes, Benefits	\$14,924	\$271
Total Payroll/Payroll Taxes	\$72,324	\$1,315
Insurance	\$10,000	\$182
Maintenance		
Painting	\$8,198	\$149
Repairs	\$26,000	\$473
Trash Removal	\$8,000	\$145
Exterminating	\$4,000	\$73
Landscaping	\$8,000	\$145
Supplies	\$4,000	\$73
Fire Safety/Alarm	\$2,292	\$42
Cleaning/Decorating	\$8,018	\$146
Total Maintenance	\$68,508	\$1,246
TOTAL OPERATING EXPENSES	\$305,815	\$5,560
Taxes, Reserves, Services, Other		
Services Amenities	\$31,200	\$567
Property Assessments	\$13,800	\$251
Replacement Reserves	\$27,500	\$500
CalHFA Annual Service Fee	\$12,500	\$227
Annual Issuer Fee	\$4,000	\$73
Total Other Costs	\$89,000	\$1,618
TOTAL ANNUAL OPER. EXPENSES*	\$394,815	\$7,178

Version: Based on 7/15/2021 KMA Analysis

MORTGAGE CALCULATION**NET AVAILABLE INCOME** \$554,971**FINANCIAL EXPENSES****Debt Service Coverage (Tax-Exempt Financing)** 1.15**Available for Debt Service** \$ 482,583**Less Sub Debt:**

Tax-Exempt Tranche B Debt Service \$123,873

CalHFA - SNHP Debt Service \$6,614

Total Debt Service on Sub. Debt \$130,487**Available for Tax-Exempt Debt Service** 352,096**Net Cash Flow** \$72,388**LOAN CONSTANT/IMPUTED TOTAL INTEREST COST**

INTEREST RATE STACK	CONSTRUCTION	PERMANENT	
	Tax Exempt Const. Loan	Tax-Exempt Tranche A	Tax-Exempt Tranche B
LIBOR/15-Yr Muni Bond+Spread	0.150%	3.800%	3.800%
Spread	2.400%	0.000%	0.000%
Cushion	1.200%	0.400%	0.400%
Bond Rate	3.750%	4.200%	4.200%
Term (Months)	30	480	240
DSC		1.15	1.15
Total All-In Underwriting Rate	3.750%	4.200%	4.200%

TAX EXEMPT FINANCE RATIO

Tax Exempt Const. Loan \$12,400,000

Total Tax-Exempt Financing \$12,400,000**Total Aggregate Basis** \$23,757,527

(Refer to Dev. Budget for details)

Percent of Tax-Exempt Financing 52.19%

Version: Based on 7/15/2021 KMA Analysis

THRESHOLD BASIS LIMIT - 2021

BASIS LIMITS CALCULATIONS			4%
County: Orange			Total Unadjusted Threshold
	Unit Basis Limit	# of Units	
1	\$322,315	15	\$4,834,725
2	\$388,800	23	\$8,942,400
3	\$497,664	17	\$8,460,288
Total:		55	\$22,237,413

(J)* Plus (+) 1% basis adjustment for each 1% of units income-targeted to 50% to 36% of AMI

Total Affordable Units @ 36% AMI to 50% AMI:

15

\$6,004,102

(K)* Plus (+) 2% for each 1% of units income targeted to 35% of AMI and below

Total Affordable Units @ 35% of AMI or Below:

14

\$11,563,455

* For 4% Projects only

Total Threshold Limit: \$39,804,969

Statewide Basis Delta For CDLAC Tiebreaker

Project County 2-Bedroom Basis Limit	\$388,800
Median 2-Bedroom Basis Limit (all counties)	\$364,800 X
Statewide Basis Delta (maximum 30%)	6.579%

Lincoln Avenue Apartments

Version: Based on 7/15/2021 KMA Analysis

TAX CREDIT CALCULATION

Threshold Basis Limit	Construction/Rehabilitation	Acquisition	Total
	\$39,804,969		\$39,804,969

Total Eligible Basis	\$19,757,527	\$19,757,527
Deducted From Eligible Basis		
Total Basis Reduction	\$0	\$0

Total Requested Unadjusted Eligible Basis	\$0	\$19,757,527
--	-----	--------------

High Cost Area	No	100%	100%
Total Adjusted Eligible Basis	\$19,757,527	\$0	\$19,757,527
Applicable Fraction	100%	100%	100%
Qualified Basis	\$19,757,527	\$0	\$19,757,527
2021 Credit Rate	4.00%	0.00%	

Total Annual Federal Credits	\$790,301	\$0	\$790,301
-------------------------------------	-----------	-----	-----------

Total Federal Credits Over 10 Years	\$7,903,010	\$0	\$7,903,010
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(Non-competitive) State Credit Calculation

A. Qualified Basis	19,757,527
B. Factor	30%
C. Total State Credits	5,927,258

D. Total State Credits Requested Over 4 Years	1,809,519	32,900 /Unit
--	------------------	--------------

Total Federal and State Credits	9,712,529
--	------------------

High or Highest Resource Area?	No		
CDLAC Tiebreaker Score			
Bond and State Credit Request	14,209,519		
Statewide Basis Delta*	6.579%		
Highest / High Resource Area Multiplier**			
Homeless Project Multiplier**			
Adjusted Bond and State Credit Request	\$13,274,682		
		Total Units	Adjusted Units
Unit Type		Factor	Units
Studio/SRO	0	0.90	0.00
1-Bedroom	15	1.00	15.00
2-Bedroom	23	1.25	28.75
3-Bedroom	17	1.50	25.25
4-Bedroom or larger	0	1.75	0.00
	55		69.00
Tie Breaker Score			\$192,386.70

Lincoln Avenue Apartments

Version: Based on 7/15/2021 KMA Analysis

15 YEAR CASH FLOW ANALYSIS

	100.00%														
	Year 1 2023	Year 2 2024	Year 3 2025	Year 4 2026	Year 5 2027	Year 6 2028	Year 7 2029	Year 8 2030	Year 9 2031	Year 10 2032	Year 11 2033	Year 12 2034	Year 13 2035	Year 14 2036	Year 15 2037
% Residential Operational in Year 1	100.00%														
% Debt Service, Year 1	100.00%														
INCOME ASSUMPTIONS															
Restricted Unit Rents	\$679,308	\$696,291	\$713,698	\$731,540	\$749,829	\$766,575	\$787,789	\$807,484	\$827,671	\$848,363	\$869,572	\$891,311	\$913,594	\$936,434	\$959,844
Restricted Units Over 60% AMI	\$166,140	\$170,294	\$174,551	\$178,915	\$183,387	\$187,972	\$192,671	\$197,488	\$202,425	\$207,486	\$212,673	\$217,990	\$223,440	\$229,026	\$234,751
Tenant Assistance Payments	\$149,952	\$153,701	\$157,543	\$161,482	\$165,519	\$169,657	\$173,898	\$178,246	\$182,702	\$187,270	\$191,951	\$196,750	\$201,669	\$206,710	\$211,878
Section 8/COSR	\$995,400	\$1,020,285	\$1,045,792	\$1,071,937	\$1,098,735	\$1,126,204	\$1,154,359	\$1,183,218	\$1,212,798	\$1,243,118	\$1,274,196	\$1,306,051	\$1,338,702	\$1,372,170	\$1,406,474
GROSS POTENTIAL INCOME - HOUSING															
OTHER INCOME	\$6,600	\$6,765	\$6,934	\$7,107	\$7,285	\$7,467	\$7,654	\$7,845	\$8,041	\$8,242	\$8,449	\$8,660	\$8,876	\$9,098	\$9,326
Miscellaneous Income	\$6,600	\$6,765	\$6,934	\$7,107	\$7,285	\$7,467	\$7,654	\$7,845	\$8,041	\$8,242	\$8,449	\$8,660	\$8,876	\$9,098	\$9,326
GROSS POTENTIAL INCOME - OTHER															
GROSS POTENTIAL INCOME - TOTAL	\$1,002,000	\$1,027,050	\$1,052,736	\$1,079,044	\$1,106,021	\$1,133,671	\$1,162,013	\$1,191,063	\$1,220,840	\$1,251,361	\$1,282,645	\$1,314,711	\$1,347,579	\$1,381,268	\$1,415,800
VACANCY ASSUMPTIONS															
Restricted Units	(\$36,079)	(\$36,981)	(\$37,906)	(\$38,853)	(\$39,825)	(\$40,820)	(\$41,841)	(\$42,887)	(\$43,959)	(\$45,058)	(\$46,184)	(\$47,339)	(\$48,522)	(\$49,735)	(\$50,979)
Restricted Units Over 60% AMI	(\$8,307)	(\$8,515)	(\$8,728)	(\$8,946)	(\$9,169)	(\$9,399)	(\$9,634)	(\$9,874)	(\$10,121)	(\$10,374)	(\$10,634)	(\$10,900)	(\$11,172)	(\$11,451)	(\$11,738)
Tenant Assistance Payments	(\$7,498)	(\$7,685)	(\$7,877)	(\$8,074)	(\$8,276)	(\$8,483)	(\$8,695)	(\$8,912)	(\$9,135)	(\$9,363)	(\$9,598)	(\$9,838)	(\$10,083)	(\$10,336)	(\$10,594)
Miscellaneous Income	(\$330)	(\$338)	(\$347)	(\$355)	(\$364)	(\$373)	(\$383)	(\$392)	(\$402)	(\$412)	(\$422)	(\$433)	(\$444)	(\$455)	(\$466)
TOTAL VACANCY LOSS	(\$52,214)	(\$53,519)	(\$54,857)	(\$56,228)	(\$57,634)	(\$59,075)	(\$60,552)	(\$62,066)	(\$63,617)	(\$65,208)	(\$66,838)	(\$68,509)	(\$70,222)	(\$71,977)	(\$73,777)
EFFECTIVE GROSS INCOME	\$949,786	\$973,531	\$997,869	\$1,022,816	\$1,048,386	\$1,074,596	\$1,101,461	\$1,128,997	\$1,157,222	\$1,186,153	\$1,215,807	\$1,246,202	\$1,277,357	\$1,309,291	\$1,342,023
OPERATING EXPENSES															
Residential Expenses	\$222,315	\$233,596	\$245,272	\$257,356	\$269,864	\$282,809	\$296,207	\$310,075	\$324,427	\$339,282	\$354,657	\$370,570	\$387,040	\$504,086	\$21,730
Services Amenities	\$31,200	\$32,292	\$33,422	\$34,592	\$35,803	\$37,056	\$38,353	\$39,695	\$41,084	\$42,522	\$44,011	\$45,551	\$47,145	\$48,795	\$50,503
Property Assessments	\$13,800	\$14,076	\$14,358	\$14,645	\$14,938	\$15,236	\$15,541	\$15,852	\$16,169	\$16,492	\$16,822	\$17,159	\$17,502	\$17,852	\$18,209
	\$97,315	\$99,964	\$102,052	\$104,603	\$107,141	\$109,677	\$112,212	\$114,748	\$117,284	\$119,821	\$122,359	\$124,897	\$127,436	\$130,000	\$132,600
NET OPERATING INCOME	\$582,471	\$593,567	\$604,818	\$616,223	\$627,782	\$639,495	\$651,360	\$663,376	\$675,542	\$687,856	\$700,317	\$712,922	\$725,670	\$738,557	\$751,582
RESERVE DEPOSITS															
Replacement Reserve	\$27,500	\$28,325	\$29,175	\$30,050	\$30,951	\$31,880	\$32,836	\$33,822	\$34,836	\$35,881	\$36,958	\$38,066	\$39,208	\$40,385	\$41,596
AVAILABLE FOR DEBT SERVICE	\$554,971	\$565,242	\$575,643	\$586,173	\$596,831	\$607,615	\$618,523	\$629,554	\$640,706	\$651,975	\$663,359	\$674,856	\$686,461	\$698,173	\$709,985
DEBT SERVICE															
Principal	\$67,096	\$69,969	\$72,965	\$76,089	\$79,347	\$82,745	\$86,288	\$89,982	\$93,835	\$97,853	\$102,043	\$106,412	\$110,968	\$115,720	\$120,675
Interest	\$285,000	\$282,127	\$278,131	\$276,007	\$272,749	\$269,351	\$265,808	\$262,114	\$258,261	\$254,243	\$250,053	\$245,684	\$241,127	\$236,376	\$231,421
	\$352,096	\$352,096	\$352,096	\$352,096	\$352,096	\$352,096	\$352,096	\$352,096	\$352,096	\$352,096	\$352,096	\$352,096	\$352,096	\$352,096	\$352,096
Principal	\$54,599	\$56,937	\$59,375	\$61,917	\$64,568	\$67,333	\$70,216	\$73,222	\$76,357	\$79,627	\$83,036	\$86,592	\$90,300	\$94,166	\$98,198
Interest	\$69,274	\$66,936	\$64,498	\$61,956	\$59,305	\$56,540	\$53,657	\$50,651	\$47,516	\$44,246	\$40,837	\$37,281	\$33,573	\$29,707	\$25,675
	\$123,873	\$123,873	\$123,873	\$123,873	\$123,873	\$123,873	\$123,873	\$123,873	\$123,873	\$123,873	\$123,873	\$123,873	\$123,873	\$123,873	\$123,873
CalHFA - SNHP	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614
Mandatory Interest Payment	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614
TOTAL DEBT SERVICE	\$482,583	\$482,583	\$482,583	\$482,583	\$482,583	\$482,583	\$482,583	\$482,583	\$482,583	\$482,583	\$482,583	\$482,583	\$482,583	\$482,583	\$482,583
NET CASH FLOW	\$72,388	\$82,659	\$93,060	\$103,590	\$114,248	\$125,032	\$135,940	\$146,971	\$158,122	\$169,392	\$180,776	\$192,273	\$203,878	\$215,589	\$227,402
DEBT SERVICE COVERAGE RATIO	1.15	1.17	1.19	1.21	1.24	1.26	1.28	1.30	1.33	1.35	1.37	1.40	1.42	1.45	1.47
NET CASH FLOW DISTRIBUTION															
LP Management Fee	\$5,000	\$5,125	\$5,253	\$5,384	\$5,519	\$5,657	\$5,798	\$5,943	\$6,092	\$6,244	\$6,400	\$6,560	\$6,724	\$6,893	\$7,065
Deferred Developer Fee	\$67,388	\$77,534	\$87,807	\$98,205	\$108,728	\$119,375	\$130,142	\$141,022	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Partner Management Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,206	\$69,339	\$12,489	\$12,801	\$13,121	\$13,449	\$13,785	\$14,130
50% Residual Receipts															
City of Buena Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,100	\$29,334	\$31,459	\$33,604	\$35,768	\$37,950	\$40,149
CalHFA - SNHP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,228	\$9,525	\$10,215	\$10,911	\$11,614	\$12,323	\$13,037
County Loan*	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,017	\$36,471	\$39,113	\$41,780	\$44,470	\$47,183	\$49,918
* Percentage of County's RR Includes value of Project based subsidy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,211	\$67,796	\$72,709	\$77,666	\$82,667	\$87,710	\$92,793
GP Incentive Management Fee (90%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Partner (.01%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Limited Partner (99.99%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,134	\$8,078	\$11,931	\$15,784	\$19,637	\$23,490	\$27,343



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER B & B Premier Insurance Solutions 5008 Chesebro Road Suite 200 Agoura Hills CA 91301	CONTACT NAME: Ernesto Velazquez PHONE (A/C, No, Ext): (818) 223-8383 FAX (A/C, No): (818) 223-8181 E-MAIL ADDRESS: ernie@bbpremierins.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: Nationwide Mutual Insurance Company INSURER C: Starstone Specialty Insurance Co INSURER D: INSURER E: INSURER F:
INSURED C&C Development Co., LLC 14211 Yorba Street Suite 200 Tustin CA 92780	NAIC #

COVERAGES **CERTIFICATE NUMBER:** 21.22 C&C Development **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			600GL0002130-07	01/27/2021	01/27/2022	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACP3048465075	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ 5,000				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			70595T215ALI	01/27/2021	01/27/2022	EACH OCCURRENCE \$ 1,000,000
	DED RETENTION \$		AGGREGATE \$ 1,000,000 \$				
	PER STATUTE OTH-ER						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

APPROVED
By Alice Burnett at 5:50 am, Sep 10, 2021

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as an additional insured as per policy terms, limits, conditions, coverages and exclusions as their interests may appear in the operation of the named insured.

CERTIFICATE HOLDER

City of Buena Park
6650 Beach Blvd.
Buena Park, CA | 90621

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ernesto Velazquez

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POLICY NUMBER: 600 GL 0002130-07

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All Persons or Organizations as required by Named insured in a written contract	Re insured's entry onto Additional Insured's property to perform pre-development due diligence activities such as architects, engineers, surveying, permitting, and soils' testing
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

If symbol 8 or 28 is listed on the Covered Autos section of the policy declarations page as applying to any of the physical damage coverages, then the **Hired Auto Physical Damage** coverage described on this form does not apply.

Subject to a maximum of **\$750** per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial "loss".

D. HIRED AUTO LIABILITY - WORLDWIDE COVERAGE (except for the Republic of Mexico)

For hired "autos" hired for less than 30 days, the coverage territory will be extended to anywhere in the world, except for the Republic of Mexico, provided the "insured's" liability to pay damages is determined in a "suit" brought in the coverage territory described in **Section IV – Business Auto Conditions**.

This coverage does not apply to "garage operations".

E. AUTO LOAN OR LEASE GAP PAY-OFF

Under **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, if a long-term leased or purchased "auto" is a covered "auto" and the lessor or lender is named as an "Additional Insured – Lessor", or "Additional Insured – Lender", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or lender for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

We will not pay any administrative costs or overhead fees assessed by the finance company that has leased the covered "auto" to you.

F. ADDITIONAL INSURED AND WAIVER OF SUBROGATION

1. The following are added as an "insured" under **Section II – Liability Coverage, Who Is an Insured**:

Section II. 1. a. (4) Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" if:

- a. You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (1) an expressed provision of an "insured contract", or written agreement; or
 - (2) an expressed condition of a written permit issued to you by a governmental or public authority.
- b. The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (1) you executed the "insured contract" or written agreement; or
 - (2) the permit has been issued to you.

2. The following is added to **Section IV – Business Auto Conditions, Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against any additional "insured", but only as respects "Loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the "insured contract", written agreement, or permit.

This coverage does not apply to "garage operations".

G. COVERAGE EXTENSIONS

1. **Supplementary Payments, of Section II- Liability Coverage**, is amended as follows:

The reference to **\$250** for the cost of bail bonds is replaced by **\$1,000** and the reference to **\$100** per day for all reasonable expenses is replaced by **\$250** per day.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employees
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Expanded Transportation Expense
- Q. Extra Expense – Stolen Autos
- R. Physical Damage Limit of Insurance
- S. New Vehicle Replacement Cost
- T. Physical Damage Coverage Extensions
- U. Business Income and Extra Expense Coverage
- V. Transfer of Rights Of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lockout
- Z. Cancellation Condition

**COMMERCIAL AUTO
AC 70 06 03 16**

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE

The Fellow Employee Exclusion of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily Injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$125,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I – COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or

e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

1. We will pay up to:

- a. \$150 for a covered "auto" you own of the private passenger type, or
- b. \$750 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:

- a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
- b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";
 - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - 3) Security deposits not refunded by a lessor;
 - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
 - 5) Carry-over balances from previous leases.

2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

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3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense in-

curred by you because of the total theft of a covered "auto" of the private passenger type.

We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

Q. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Section A.4. of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

R. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property.
2. \$2000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:

- a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
 - b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

S. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1 and 3 do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your "new vehicle" to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously

titled and which you purchased less than 365 days before the date of the "loss".

T. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

- b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

U. BUSINESS INCOME AND EXTRA EXPENSE COVERAGE

1. Business Income Coverage

We will pay the actual loss of business income sustained by you as a result of the necessary suspension of your business during the period of restoration due to "loss" to a covered "auto" used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

2. Extra Expense Coverage

We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no "loss" to a covered "auto" used in your business. The loss

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must be caused by a cause of loss listed under item A1 of Physical Damage Coverage in this Coverage Part. Extra Expenses means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

3. Additional Conditions

We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your business income. We will not pay under this coverage if you do not repair or replace the covered "auto". You must resume all or part of your business as quickly as possible. If you have other autos you can use to reduce the amount of loss payable under this coverage, you are required to use them. We will pay for expenses you incur to reduce the amount that otherwise would have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

4. Limit

The most we will pay for "loss" arising out of one covered "auto" is \$10,000 per loss with an annual aggregate of \$20,000. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

5. Definitions

- a. "Business Income" means the:
 - 1.). Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
 - 2.). Continuing normal operating expenses incurred, including payroll.
- b. "Period of Restoration" means the period of time that:
 - 1.). Begins:
 - (a) 24 hours after the time of loss for Business Income Coverage; or
 - (b) Immediately after the time of loss for Extra Expense Coverage; and
 - 2.) Ends at the earliest of:

- (a) The time required to resume your normal business operations; or
- (b) The time that is reasonably necessary to repair or replace the covered auto with a maximum time period of 180 days. Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants. The expiration date of this policy will not cut short the period of restoration.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

- 6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE
 - a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer or insurance manager, if you are a corporation.
 - b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be

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considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your

covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No): 800-522-7514
	EMAIL ADDRESS: ADP.COI.Center@Aon.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AIU Insurance Company	
	NAIC # 19399	
INSURED ADP TotalSource FL XVI, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F Advanced Property Services Management, Inc. 14211 Yorba St Suite 200 Tustin, CA 92780	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 3711149 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **LIMITS SHOWN ARE AS REQUESTED.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 038367113 CA	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for ADVANCED PROPERTY SERVICES MANAGEMENT, INC., paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.

CERTIFICATE HOLDER	CANCELLATION
City of Buena Park 6650 Beach Blvd. Buena Park, CA 90621	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc of Florida</i>

Minimum insurance requirements for the City of Buena Park include Worker's Compensation coverage per statutory limits. Section 3700 of the Labor Code of the State of California requires every employer to be insured for Workers Compensation or to undertake self-insurance.

You may submit a **CERTIFICATION OF EXEMPTION** for waiver of this requirement if you do not employ anyone in a manner that is subject to worker's compensation laws of the State of California. (*Exception: all contractors with a C-39 Roofing classification are not eligible for exemption from workers' compensation.*)

**CERTIFICATE OF EXEMPTION FROM WORKERS'
COMPENSATION INSURANCE**

I hereby certify that in the performance of the work for which this AGREEMENT/CONTRACT/PERMIT is entered into, I shall not employ any person in any manner so as to become subject to the Workers Compensation Laws of the State of California.

Executed on this 7th day of September 2021
at Tustin, California.

Signature: _____

Printed Name and Title:

Todd Cottle, authorized signer

Consultant/Contractor/Permitee Name:

C & C Development Co., LLC

FIRST AMENDMENT TO AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

(Lincoln Avenue Apartments)

THIS FIRST AMENDMENT TO AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT (the "**First Amendment**") is entered into as of October 10, 2023 (the "**Effective Date**"), by and among the City of Buena Park, a California municipal corporation and charter city (the "**City**"), and C & C Development Co., LLC, a California limited liability company (the "**Developer**"). City and Developer are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties entered into that certain Affordable Housing Disposition and Development Agreement dated as of August 24, 2021 (the "**Original Agreement**"). These recitals refer to and utilize certain capitalized terms which are defined in Article I of the Original Agreement. Capitalized terms used in this First Amendment, but not defined herein, shall have the meanings set forth in the Original Agreement.

B. Under the Original Agreement, the Parties agreed to a schedule of performance attached as Exhibit C to the Original Agreement (the "**Original Schedule of Performance**") that anticipated "Entitlement Approval" to occur within two hundred seventy (270) days after execution of the Original Agreement by the City.

C. Entitlements were not approved on or before the deadline set forth in the Original Schedule of Performance.

D. Under the Original Agreement, the Parties agreed to an Escrow Closing Date with the expectation that Entitlements would be approved on or before the deadline set forth in the Original Schedule of Performance.

E. Under Section 6.1.1 of the Original Agreement, the Parties had agreed that the Developer would use commercially reasonable efforts to submit applications for an allocation of TEBs and a reservation of the Tax Credits by the deadline for the CDLAC and TCAC allocation and reservation meetings first occurring after receipt of all Entitlements, with reference to CDLAC's and TCAC's allocation and reservation meetings in 2022, 2023, and 2024.

F. The purpose of this First Amendment is to update the Original Schedule of Performance to delete the deadline for Entitlements approval, which have been approved by the City Council contemporaneously with this First Amendment, and to extend the Escrow Closing Date amend Section 6.1.1 of the Original Agreement, and extend other Project-related deadlines in the Original Schedule of Performance to be consistent with the forgoing purposes.

G. Section 4.5 of the Original Agreement allows a modification to the Original Schedule of Performance so long as the City Council approves any such modification that results in a change of the Original Project Completion Date by more than one hundred and eighty (180) days. The City Council has duly considered and approved this First Amendment at a regular meeting held on October 10, 2023.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Escrow Closing Date. The definition of "Escrow Closing Date" set forth in Section 1.1.33 of the Original Agreement shall be modified by deleting the date "December 31, 2023" and replacing it with "December 31, 2025."

2. TEBs and Tax Credit Financing. Section 6.1.1 of the Original Agreement shall be modified by:

- a. Deleting the following sentence: "If Developer does not receive the allocation of TEBs and Tax Credits as a result of such application, the Developer agrees to use commercially reasonable efforts to submit applications for an allocation of TEBs and a reservation of the Tax Credits in the remaining cycles of CDLAC's and TCAC's allocation and reservation meetings for 2022 and the cycles of CDLAC's and TCAC's allocation and reservation meetings for 2023, and, subject to extensions approved pursuant to Section 4.5, the cycles of CDLAC's and TCAC's allocation and reservation meetings for 2024." (the "**Deleted Sentence**"), and
- b. Replacing the Deleted Sentence with the following sentence: "If Developer does not receive the allocation of TEBs and Tax Credits as a result of such application, the Developer agrees to use commercially reasonable efforts to submit applications for an allocation of TEBs and a reservation of the Tax Credits in the remaining cycles of CDLAC's and TCAC's allocation and reservation meetings for 2024 and the cycles of CDLAC's and TCAC's allocation and reservation meetings for 2025, and, subject to extensions approved pursuant to Section 4.5, the cycles of CDLAC's and TCAC's allocation and reservation meetings for 2026."

3. Exhibit C. Exhibit C to the Original Agreement shall be deleted in its entirety and replaced with Replacement Exhibit C attached to this First Amendment.

4. No Other Changes to the Original Agreement; Incorporation. Except as expressly modified by this First Amendment, all other provisions of the Original Agreement remain unmodified and continue in full force and effect being incorporated fully herein by this reference.

5. Conflicts with the Original Agreement. In the event of any conflict between this First Amendment and the Original Agreement, the provisions of this First Amendment shall prevail.

6. Effective Date. This First Amendment shall be effective on the date first set forth above.

7. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The signature of a party to any counterpart shall be sufficient to

legally bind such party. Delivery of an executed counterpart of a signature page to this First Amendment by telecopy, emailed portable document format (“pdf”), or tagged image file format (“tiff”) or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this First Amendment. Any party sending an executed counterpart of a signature page to this First Amendment by telecopy, pdf, tiff or any other electronic means shall also send the original thereof to the other within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this First Amendment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

CITY:

THE CITY OF BUENA PARK
a California municipal corporation

Dated: _____, 2023

By: _____
Aaron France,
City Manager

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:
ALVAREZ-GLASMAN & COLVIN

By: _____
City Attorney

[Signatures continued on following page]

DEVELOPER:

C & C DEVELOPMENT CO., LLC, a
California limited liability company

Dated: _____, 2023

By: _____
Todd R. Cottle, Trustee of the 2007 Todd R.
Cottle and Jennifer N. Cottle Revocable
Trust, its member

By: _____
Barry A. Cottle, Trustee of
The Cottle Family Trust Dated 3/8/1987,
its member

REPLACEMENT EXHIBIT C
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT
Schedule of Performance

ACTION	DATE
1. <u>Developer Inspections; Condition of the Site.</u> The Developer shall complete its investigation of the Site (including obtaining a survey), its physical condition, the soils and toxic conditions of the Site and all other matters that may affect the Developer's ability to develop the Site pursuant to this Agreement.	Completed.
2. <u>Submission – Updated Project Budget and Updated Project Financing.</u> The Developer shall submit to the City for review and approval a revised Project Budget and the proposed Project Financing.	As a condition to the execution of this Agreement by the City, and within 20 days after written request by the City staff from time to time.
3. <u>SNHP Loan Application, Project Based Vouchers and County Loan Application Submittal.</u>	Within sixty (60) days after execution of this Agreement by the City.
4. <u>Applications and Awards for TEBs and Tax Credits.</u> The Developer shall make application to the CDLAC for TEBs and TCAC for Tax Credits.	In the first tax credit cycle immediately following Entitlements approval, which is currently anticipated to be in February 2024 based upon the CDLAC/TCAC schedule and, if unsuccessful, the remaining cycles of 2024, and all cycles in 2025, and, subject to Section 4.5, additional cycles in 2026.
5. <u>Opening of Escrow.</u> The City and Developer shall open an escrow for conveyance of the Site to the Developer	Within thirty (30) days after reservation of Tax Credits to Developer by TCAC.
6. <u>Close of Escrow.</u> The Escrow Agent shall close the escrow and the City shall convey title to the Site to the Developer, and the Developer shall accept such conveyance. This is a deadline for completion of all conditions to closing.	Within 195 days after reservation of Tax Credits to Developer by TCAC.

ACTION	DATE
7. <u>Submission – Certificates of Insurance.</u> The Developer shall furnish to the City duplicate originals or appropriate certificates of bodily injury and property damage insurance policies.	Prior to Close of Escrow.
8. <u>Commencement of Construction of Developer’s Improvements.</u> The Developer shall commence construction of the improvements to be constructed on the Site.	Within 30 days after the Close of Escrow.
9. <u>Completion of Construction of Developer’s Improvements and Certificate of Occupancy Issued.</u> The Developer shall complete construction of the improvements to be constructed on the Site.	As soon as reasonably possible, but in any event within 20 months after commencement thereof by the Developer.



City of Buena Park

City Council Regular Meeting Agenda Report

UPDATE AND PRESENTATION BY THE ORANGE COUNTY POWER AUTHORITY (OCPA)

Meeting	Agenda Group
Tuesday, October 10, 2023, 5:00 PM	STUDY SESSION Item: A
Presented By	Prepared By
Eddie Fenton, Assistant City Manager	Eddie Fenton, Assistant City Manager/Director of Human Resources
Approved By	
Aaron France, City Manager	

DISCUSSION

Receive and file report.



City of Buena Park

City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING A PUMP TRACK PROPOSAL AT PEAK PARK

Meeting	Agenda Group
Tuesday, October 10, 2023, 5:00 PM	STUDY SESSION Item: B
Presented By	Prepared By
Dale Kurata, Community Services Supervisor	Jim Box, Director of Community Services
Approved By	
Aaron France, City Manager	

DISCUSSION

At the request of Mayor Pro Tem Sonne and Councilmember Traut this item is agendaized for City Council discussion. On January 25, 2023, staff met with Councilmember Traut and Maddie Ferson of American Ramp Company at Peak Park to discuss the potential of a Pump Track.

A Pump Track is an asphalt based, looping circuit of rollers, banked turns and features that you can ride continuously without pedaling. The name “pump track” comes from the pumping motion used by the riders upper and lower body (instead of pedaling or pushing) as they ride around the track. Asphalt requires less maintenance than dirt, which continually needs to be reshaped.

Pump tracks can be ridden by cyclists of all ages and skill levels. You don’t need a special kind of bicycle to ride on a pump track – BMX bikes, mountain bikes, kid’s bikes, and even scooters, skateboards, or roller skates can all be used on the pump track.

A 15,000 sq. ft. pump track is being proposed to be added to Peak Park in the northwest corner of the park adjacent to where a water well is scheduled to be constructed. These items will take the place of baseball field #3. There are not any pump track locations that staff is aware of in Orange County. In Riverside County, there are pump tracks in Temecula, Canyon Lake (Property Owners Association), and Menifee. In Los Angeles County there is a pump track in Inglewood.

Staff is seeking the City Council’s direction on the next steps regarding the proposed Pump Track project. The City’s total estimated project cost is \$750,000. Currently, there is no funding available for this project. Should the City Council wish to explore this opportunity, staff would need to reassess current Park-in-Lieu funding priorities, identify potential grant opportunities, seek county, state or federal funding, or other resources.

Attachments

231010 Temecula Pump Track Peak Park Proposed Layout.pdf

Temecula Pump Track



Peak Park Pump Track – Proposed Layout





City of Buena Park City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING OVERVIEW OF THE OPIOID SETTLEMENTS AND POTENTIAL FUNDING ALLOCATIONS AND EXPENDITURES

Meeting	Agenda Group
Tuesday, October 10, 2023, 5:00 PM	STUDY SESSION Item: C
Presented By	Prepared By
Frank Nunes, Police Chief	Eddie Fenton, Assistant City Manager/Director of Human Resources
Approved By	
Aaron France, City Manager	

DISCUSSION

On July 22, 2021, a settlement was announced in a multi-district federal litigation based in Ohio against opioid manufacturers and distributors. Over 4,000 lawsuits have been filed against opioid manufacturers and distributors in both federal and state courts, and the settlement is the result of a consolidation of many of these cases.

More specifically, the settlement arose out of litigation brought in Ohio by states and cities against the three largest pharmaceutical distributors—McKesson, Cardinal Health and Amerisource Bergen — and the opioid manufacturer Janssen (owned by Johnson & Johnson). These distributors represent 85% of all opioids distributed in the United States. The 3,800 litigants contended that the distributors and Janssen contributed to the national opioid crisis by ignoring signs of opioid addiction and overselling opioids. These '2021 National Settlements' have been finalized and payments have already begun with the City receiving payments as well. In all, the Distributors will pay up to \$21 billion over 18 years, and Jassen will pay an additional \$5 billion over a no more than nine-year period. California, including its counties and cities, is expected to receive approximately \$2.05 billion from these settlements through 2038.

In late 2022, settlement agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

On December 14, 2021, the Buena Park City Council adopted a resolution authorizing participation in the Janssen and Distributors settlement agreements. On March 28, 2023, the City Council adopted a resolution authorizing participation in the settlement agreements with Teva, Allergan, CVS, Walgreens, and Walmart.

To date, the City has received the following disbursements from the settlement agreements:

SETTLEMENT	FY 2022-2023	FY 2023-2024
Janssen	\$16,998.96 (2023)	\$69,496.49 (2023)
Distributors	\$47,749.02 (2022)	\$92,468.97 (2023)
National Abatement Trust Fund II*	\$7,831.41 (2023)	\$0
Teva, Allergan, CVS, Walgreens, Walmart	N/A	None yet to date.

*The National Abatement Trust Fund money was a separate settlement between the defendants and the State of California. Unclear if we will receive any additional monies.

By signing onto these settlement agreements and accepting funds, the City has agreed to not seek separate litigation against any of the named manufacturers or distributors. The City also has agreed to abide by the terms of the settlement agreements that require funds be spent on specified opioid remediation categories. The California Department of Health Care Services (DHCS) has been tasked with overseeing that the participating subdivisions have received their funds and are documenting their use of those funds.

To date, a total of approximately \$234,000 has been accepted by the City. All settlement funds received must be used for future opioid remediation activities in one or more of the areas described in Exhibit "E" of the Janssen and Distributors settlement agreements (Attachment 1). DHCS encourages jurisdictions to prioritize strategies listed in Schedule A of Exhibit "E" to the extent possible. Of these activities, *no less than 50% of the funds received each calendar year* must be used for one or more High Impact Abatement Activity (HIAA) (Attachment 2). Funds may be rolled over to the next fiscal year, but must be expended or encumbered within five years of receipt, or seven years for capital outlay projects. Administrative costs cannot exceed 10% of the total amount received.

Several months ago, staff had conversations with Korean Community Services (KCS) about partnerships to address fentanyl addiction in the community. One option discussed was a Medication Assisted Treatment (MAT) program administered by KCS. Staff has also brainstormed on options to expend the settlement funding. Staff has also brainstormed other options, including naloxone distribution to the community.

The City has also recently engaged Fentanyl Solutions, Inc. about potential programs they offer that are also eligible under the settlement guidelines. Fentanyl Solutions, Inc. is non-profit group, formed in 2023, based out of Newport Beach. The proposal to staff included training and a vending machine option for distribution of naloxone. Staff will provide more information regarding those programs during the presentation to City Council.

Attachments

Exhibit-E-Final-Settlement-Agreement-082021.pdf

High Impact Activities Chart Updated.pdf

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“*NAS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

California's High Impact Abatement Activities

» What are High Impact Abatement Activities (HIAA)?

The National Settlement Agreements allow states and their Participating Subdivisions to establish further regulations around the allocation, distribution, and/or use of funds received from the settlements. The State of California and its Participating Subdivisions have reached an agreement that includes additional opioid abatement activities to prioritize within the state, in addition to the activities listed in [Exhibit E](#). These activities, which are referred to as High Impact Abatement Activities (HIAA), include:

No.	Activity
1	Provision of matching funds or operating costs for substance use disorder facilities with an approved project within the Behavioral Health Continuum Infrastructure Program (BHCIP)
2	Creating new or expanded substance use disorder (SUD) treatment infrastructure ²
3	Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD
4	Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction
5	Interventions to prevent drug addiction in vulnerable youth
6	The purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.



City of Buena Park City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING SECURITY AT EHLERS EVENT CENTER

Meeting	Agenda Group
Tuesday, October 10, 2023, 5:00 PM	STUDY SESSION Item: D
Presented By	Prepared By
Connie Hurtado, Community Services Supervisor	Jim Box, Director of Community Services
Approved By	
Aaron France, City Manager	

DISCUSSION

At the request of Mayor Brown, this item is being brought forward for City Council discussion. On July 27, 2023, a participant of the Ehlers Event Center met with two Council Members and City staff to discuss safety concerns at the facility related to homeless issues, catalytic converter thefts, and bullying.

The perception that an environment is unsafe is, in effect, a barrier to people’s use and enjoyment of public space. To address these public safety concerns at Ehlers Event Center, City staff has initiated plans and implement several additional safety measures including:

- Increased levels of patrol from the Buena Park Police Department.
- Increased and updated LED lighting throughout the facility and parking lots. In addition, trees were removed for better lighting visibility.
- A Code of Conduct was established to address bullying within the Senior Center and has been placed throughout on bulletin boards.
- New, secured entry doors have been installed throughout the Senior Center.
- Homeless Outreach workers continue to provide services to homeless individuals.
- Ehlers Event Center staff patrol the facility and the perimeter at least twice during their shift.
- The installation of 14 cameras is slated for the summer of 2024. The cameras will be strategically placed both indoors and throughout the parking lots.

City staff will continue to monitor the safety concerns and will make necessary changes to these safety measures that will continue to create a safer environment which will enhance community and personal wellnesses at the Ehlers Event Center/Senior Center.

Staff has attached the Police calls for service at Ehlers Event Center over the past several months. As you can see, the transient calls have increased over the summer. However, staff does not believe these calls for service reflect the public comments related to safety reported at a recent Council meeting.

Attachments

ELHERS CENTER MAR TO SEPT 2023.pdf

ELHERS CENTER CALLS FOR SERVICE

MARCH	NATURE	
3/1/2023	VEHSTR	VEHICLE STORAGE
3/1/2023	459A	BURGLAR ALARM
3/2/2023	459A	BURGLAR ALARM
3/6/2023	459A	BURGLAR ALARM
3/7/2023	459A	BURGLAR ALARM
3/8/2023	459A	BURGLAR ALARM
3/9/2023	594	VANDALISM
3/14/2023	925C	SUSPISICIOUS VEHICLE
3/16/2023	487	GRAND THEFT
3/16/2023	415SUB	DISTURBING SUBJECTS
3/27/2023	INFO	INFORMATION
APRIL		
4/11/2023	459A	BURGLAR ALARM
4/26/2023	TRANS	TRANSIENT
4/28/2023	BUSAST	BUSINESS ASSIST
4/30/2023	920J	MISSING JUVENILE
MAY		
5/11/2023	242J	BATTERY JUST OCCURRED
5/13/2023	459A	BURGLAR ALARM
5/13/2023	459A	BURGLAR ALARM
5/15/2023	925C	SUSPISICIOUS VEHICLE
5/16/2023	459A	BURGLAR ALARM
5/22/2023	L/S	LOST OR STOLEN
5/24/2023	925C	SUSPISICIOUS VEHICLE
5/28/2023	459A	BURGLAR ALARM
5/28/2023	PC	PATROL CHECK
5/28/2023	TRANS	TRANSIENT
JUNE		
6/1/2023	459A	BURGLAR ALARM
6/3/2023	PC	PATROL CHECK
6/5/2023	927H	INCOMPLETE 9-1-1
6/14/2025	925C	SUSPISICIOUS VEHICLE
6/14/2025	INFO	INFORMATION
6/14/2025	925C	SUSPISICIOUS VEHICLE
6/16/2023	TRANS	TRANSIENT
6/18/2023	927H	INCOMPLETE 9-1-1
6/19/2023	PC	PATROL CHECK

6/19/2023	PC	PATROL CHECK
6/19/2023	PC	PATROL CHECK
6/23/2023	OTHER	OTHER UNKNOWN INCIDENT
6/23/2023	TRANS	TRANSIENT
6/25/2023	927X	TRANSFERRED 911 CALL
6/29/2023	TRANS	TRANSIENT
6/29/2023	TRANS	TRANSIENT
6/30/2023	415FAM	FAMILY FIGHT
JULY		
7/5/2023	CKWELF	CHECK WELFARE
7/10/2023	TRANS	TRANSIENT
7/11/2023	TRANS	TRANSIENT
7/12/2023	TRANS	TRANSIENT
7/12/2023	927H	INCOMPLETE 9-1-1
7/13/2023	TRANS	TRANSIENT
7/13/2023	TRANS	TRANSIENT
7/13/2023	TRANS	TRANSIENT
7/19/2023	927X	TRANSFERRED 911 CALL
7/20/2023	TRANS	TRANSIENT
7/21/2023	PC	PATROL CHECK
7/23/2023	CKWELF	CHECK WELFARE
7/25/2023	459A	BURGLAR ALARM
7/29/2023	925C	SUSPICIOUS VEHICLE
7/30/2023	211S	SILENT ROBBERY ALARM
AUGUST		
8/2/2023	TRANS	TRANSIENT
8/3/2023	925SUB	SUSPICIOUS SUBJECT
8/6/2023	TRANS	TRANSIENT
8/12/2023	TRANS	TRANSIENT
8/12/2023	586	PARKING VIOLATION
8/19/2023	925SUB	SUSPICIOUS SUBJECT
8/22/2023	TRANS	TRANSIENT
8/23/2023	TRANS	TRANSIENT
8/23/2023	TRANS	TRANSIENT
8/24/2023	502	DRUNK DRIVER
8/25/2023	415SUB	DISTURBING SUBJECTS
8/25/2023	TRANS	TRANSIENT
8/25/2023	459A	BURGLAR ALARM
8/25/2023	TS	TRAFFIC STOP
8/27/2023	459A	BURGLAR ALARM
8/28/2023	VEHSTR	VEHICLE STORAGE
8/29/2023	TRANS	TRANSIENT

8/31/2023	917A	ABANDONED VEHICLE
SEPTEMBER		
9/4/2023	928	FOUND PROPERTY
9/5/2023	211S	SILENT ROBBERY ALARM
9/12/2023	917A	ABANDONED VEHICLE
9/14/2023	925SUB	SUSPICIOUS SUBJECT
9/16/2023	TRANS	TRANSIENT
9/20/2023	PED	PEDESTRIAN CHECK
9/21/2023	VEHSTR	VEHICLE STORAGE
9/22/2023	415	DISTURBANCE
9/27/2023	VEHSTR	VEHICLE STORAGE
9/27/2023	TRANS	TRANSIENT
9/28/2023	PC	PATROL CHECK
9/28/2023	PC	PATROL CHECK
9/28/2023	PED	PEDESTRIAN CHECK
9/28/2023	9C	PATROL CHECK
9/28/2023	PED	PEDESTRIAN CHECK
9/30/2023	PC	PATROL CHECK
9/30/2023	PC	PATROL CHECK
		TOTAL CALLS

92